United States Court of Appeals

for the Second Circuit

APPENDIX

76-6076

B

United States Court of Appeals

For the Second Circuit

Docket No. 76-6076

W. J. USERY, Secretary of Labor,
UNITED STATES DEPARTMENT OF LABOR,

Appellee,

against

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Appellant.

JOINT APPENDIX

Volume 3 — 866a to 1258a

UNITED STATES COURT OF APPEALS
FILED
MAY 21 1976
DANIEL FUSARO, CLERK
SECOND CIRCUIT

MARVIN SCHWARTZ
Attorney for Appellant
243 Waverly Place
New York, N.Y. 10014

ROBERT B. FISKE, JR.
United States Attorney for the
Southern District of New York
Attorney for Appellee
United States Courthouse
Foley Square
New York, N. Y. 10007

PAGINATION AS IN ORIGINAL COPY

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To Addendum Of
Robert J. Lowen

866a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION
FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

COPY

August 12, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

In accordance with Section 1 of Article X of the International Constitution of this Organization (copy enclosed), and by action of the IOMM&P 60th Convention held in Galveston, Texas, please be advised that the American Arbitration Association has been requested to conduct the secret ballot referendum in the matter of amending the International Constitution of this Organization.

Please be further advised that, also in accordance with Section 1 of Article X of the Constitution, the members of the International Ballot Committee elected at the 60th Convention to supervise this ballot to amend the Constitution are, as follows:

Captain Richard J. Polachek (Chairman)
Captain M. Weinstein (Secretary)
Captain R. H. Nelson
Captain R. N. Polumbo
Captain S. K. Sprada

Please accept this notice as an official request and authorization to conduct this referendum to amend the IOMM&P Constitution when the above-mentioned International Ballot Committee contacts your Mrs. Margaret Carlson on Monday, August 16, 1971, to commence the preparation of same.

The cost of the referendum shall be borne by the International Organization of Masters, Mates and Pilots.

Thank you for your service in this instance.

Very truly yours,

R. Lowen

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.
cc: To all Ports
Intl Ballot Committee
Marvin Schwartz, Esq.

american arbitration association

867a

140 WEST 51st STREET • NEW YORK, N.Y. 10020
(AREA CODE 212) 582-6620

officers

HOWARD M. HOLTZMANN
Chairman of the Board

C. JAY PARKINSON
Chairman, Executive Committee

J. VICTOR HERD
DAVID W. PECK
Past Chairmen

FLOYD W. JEFFERSON
Vice Chairman of the Board

HENRY A. LOEB
Treasurer

DONALD B. STRAUS
President

ROBERT COULSON
Executive Vice President

GERALD AKSEN
General Counsel

Vice Presidents

JOSEPH S. MURPHY
JOHN P. E. BROWN
MORRIS STONE
EDWIN W. DIPPOLD
WILLOUGHBY ABNER

committee chairmen

WHITNEY NORTH SEYMOUR
Arbitration Law

HENRY CLIFTON, JR.
Arbitration Practice

BRUCE F. SMITH
Budget

DAVID L. COLE
Panels

E. NOBLES LOVE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNIGHT
Construction Industry

August 17, 1971

Mr. Marvin Schwartz, Esq.
243 Waverly Place
New York, N.Y. 10014

RE: International Organization of Master, Mates and Pilots.

Dear Mr. Schwartz:

Enclosed please find two sample letters of authorization for the American Arbitration Association to administer the referendum and election for International Organization of Master, Mates and Pilots.

I suggest that Captain Polochek sign the letter authorizing the American Arbitration Association to administer the referendum and Captain Nelson sign the letter authorizing the American Arbitration Association to administer the election of International Officers.

If you have any questions on this matter please contact me at 582-6620.

Very truly yours,

Samuel V. Tannenbaum
Election Department

SVT/sl

offices: BOSTON • CHARLOTTE • CHICAGO • CINCINNATI • CLEVELAND • DALLAS • DETROIT • HARTFORD • LOS ANGELES • MIAMI • MINNEAPOLIS
NEW YORK • PHILADELPHIA • PHOENIX • PITTSBURGH • SAN DIEGO • SAN FRANCISCO • SEATTLE • SYRACUSE • WASHINGTON, D.C.

868a

Mrs. Margaret L. Carlson
American Arbitration Association
140 West 51 Street
New York, New York

Dear Mrs. Carlson:

We hereby request the American Arbitration Association to administer a referendum of amendments to the constitution among the membership of the International Organization of Masters, Mates and Pilots in accordance with its constitution.

As Chairman of the Ballot Committee, duly appointed under the constitution, I am authorized to request you to administrate this election in accordance with the Standards for Elections of the American Arbitration Association.

The cost of the referendum shall be borne by the International Organization of Masters, Mates and Pilots.

Very truly yours,

Chairman of the Ballot
Committee for Amendments

Mrs. Margaret U. Carlson
American Arbitration Association
140 West 51 Street
New York, New York

Dear Mrs. Carlson:

We hereby request the American Arbitration Association to administer the election of officers among the membership of the International Organization of Masters, Mates and Pilots in accordance with its constitution.

As Chairman of the International Ballot Committee, duly appointed under the constitution, I am authorized to request you to administrate this election in accordance with the Standards for Elections of the American Arbitration Association.

The cost of the election shall be borne by the International Organization of Master, Mates and Pilots.

Very truly yours,

Chairman of the International Ballot Committee

BY HAND

August 17, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York 10019

Dear Mrs. Carlson:

The IOMM&P Offshore Division membership list and the matching mailing labels are delivered to you herewith for use in the mailing of the ballot to amend the IOMM&P International Constitution.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

cc: Ballot Committee

E + C

August 18, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find mailing lists for the following Pilot Locals and groups:

Local #16
Local #22
Local #23
Local #89
Local #100
Rhode Island/Connecticut/Massachusetts Pilots
Houston Pilots
Brazos-Santiago Pilots

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

872a

August 18, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51 Street
New York, New York 10019

Dear Mrs. Carlson:

Enclosed please find mailing lists for the following Inland Locals:

A. M. W. #5
A. M. W. #8
Local #1
Local #4
Local #5 — Local #6
Local #12, Philadelphia
Local #14, Norfolk
Local #14, Baltimore
Local #17
Local #24
Local #27
Local #30

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

August 19, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find copy of Inland Local 18 membership list.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

enc.

BY HAND

August 19, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find list of Norfolk Pilots who are to receive ballot.

Very truly yours,

Vera Watson
Secretary to Captain Robert J. Lowen
International Secretary-Treasurer

ENC.

E. + C

August 19, 1971

BY HAND

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find list of the Houston Pilots, together with address and social security number, for the Pilot Group mailing.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

enc.

876a

August 23, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find list of eligible voters for Inland Local 40.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

BY HAND

877a

August 24, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Carlson

Re: MM&P Election and Koonce
Arbitration - August 27, 1971

Dear Mrs. Carlson:

Mr. Schwartz asked me to mail you the attached correspondence for your information. Would you please telephone Mr. Schwartz after you have had an opportunity to review these papers.

Thank you.

Very truly yours,

MARVIN SCHWARTZ

By _____
V. Bergera, Secretary

VB/v
Encls.

878a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION

JOSEPH B. GAIER
PORT AGENT

FRANK T. SCAVO
EXECUTIVE ASST. PORT AGENT

RECEIVED
AUG 11
IOM

August 10, 1971

Capt. Robert J. Lowen, Secy. Treas.
International Organization of Masters
Mates & Pilots
39 Broadway
New York, N.Y. 10006

Dear Sir & Brother:

This will acknowledge receipt of copies of letters, which your office sent to all Offshore Division Candidates, New York Branch, in the forthcoming election, wherein you advised them of their nominations and of their rights, and to submit a statement and photograph for publication in the Masters Mates & Pilots Paper.

I wish to bring to your attention that we did not receive a copy of the above for Amos E. Koonce, a candidate for Executive Assistant Port Agent.

It was my last recollection that he was certified by the Ballot Committee as having accepted for this office.

I am

Fraternally yours,

FRANK T. SCAVO
Executive Ass't. Port Agent
New York

FTS:fk
opeiu 153 afl-cio

879a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION
NEW YORK

JOSEPH B. GAIER
PORT AGENT

FRANK T. SCAVO
EXECUTIVE ASST. PORT AGENT

RECEIVED
AUG 16 1971
IOMM & P

August 12, 1971

Chairman, International Balloting Committee
c/o International Organization of Masters,
Mates & Pilots
39 Broadway
New York, N.Y. 10006

Dear Sir and Brother:

Please find enclosed herewith, the original letter that I received from Mr. Victor Soto, a candidate for Assistant Port Agent, New York Branch, in the forthcoming election, in which he makes a formal request for a true and certified copy of the Local 88 membership list of record.

I have been advised by Counsel, that this matter should properly come before the Ballot Committee for a determination.

I am sure you will give this matter your considered attention, and a reply to Mr. Soto of your decision. Also, please send me a copy of any correspondence to Mr. Soto on this question.

I am

Fraternally yours,

FRANK T. SCAVO
Executive Ass't. Port Agent
New York

FTS:fk
opeiu 153 afl-cio
enc.

cc: Mr

105 WASHINGTON STREET • NEW YORK, N.Y. 10006 • (212) 425-2611

2482 Neptune Ave.
Seaford L.I.
11783

880a

August 6th, 1971

Capt. F. Scavo, Sec. Trea.(Ex. Port Agent)
105 Washington Street
New York, N.Y. 10006

Dear Sir;

In accordance with our local 88 constitution regardingelections, I herewith make formal request for a true and certified copy of the 88 membership list of record.

Re: Dept. of Labor letter dated 7/15/70, signed by a Mr. Leonard J. Lurie,, in which I call your attention to Item 1. I request this list be provided without delay as soon as possible.

I have been advised by the U.S. Asst. Attorney, Mr. Chiang, that I, as a bona fide candidate for a constitutional office am entitled to the list.

I favor you comply with the provisions of elections leaving no further action necessary.

I thank you for your consideration in this matter..

Fraternally yours,

Victor Soto

copies/vs
bh
mdu

881a

Lloyd Sheldon
44-17 Sixty-Fourth Street
Woodside, L.I., N.Y. 11377

August 13, 1971

RECEIVED
AUG 18 19[illegible]
IOMM&P

Mr. Thomas F. O'Callaghan, Int'l, Pres.
International Organization of Masters,
Mates and Pilots
39 Broadway
New York, N. Y.

Dear Sir and Brother:

As you know, I am a bona fide candidate for the office of International President, IOMM&P, in the election to be held in the Fall of this year.

I request the right to inspect, prior to the mailing out of the ballots, the list of names and last known addresses of all members of IOMM&P who are subject to a collective bargaining agreement requiring membership in the organization as a condition of employment. This request is made pursuant to section 401(c) of the Labor-Management Reporting and Disclosure Act of 1959, 29 USC 481(c).

Please reply immediately to me at the above address, advising me of the time, date and place at which I may make such inspection.

Fraternally,

Lloyd W. Sheldon
553201678

cc: [illegible]

882a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION
NEW YORK

JOSEPH B. GAIER
PORT AGENT

FRANK T. SCAVO
EXECUTIVE ASST PORT AGENT

RECEIVED
AUG 16 1971
IOMM & P

August 13, 1971

Chairman, International Balloting Committee
c/o International Organization of Masters,
Mates & Pilots
39 Broadway
New York, N.Y. 10006

Dear Sir and Brother:

Please find enclosed herewith, letters that I received from Mr. William Sorrentino and Mr. Henri Nereaux, candidates for Assistant Port Agent, New York Branch, in the forthcoming election, in which they demand that a mailing list of all members of Local 88 be made available to them at cost.

I have been advised by counsel, that this matter should properly come before the Ballot Committee for a determination.

I am sure you will give this matter your considered attention, and a reply to Mr. Sorrentino and Mr. Nereaux of your decision. Also, please send me a copy of any correspondence to Messrs. Sorrentino and Nereaux on this question.

I am

Fraternally yours,

FRANK T. SCAVO
Executive Ass't. Port Agent
New York

FTS:fk
opeiu 153 afl-cio
encs.

cc. mr

105 WASHINGTON STREET • NEW YORK, N.Y. 10006 • (212) 425-2611

883a

William Sorrentino
2754 Pitkin Avenue
Brooklyn, N.Y., 11208

August 12, 1971

Mr. Frank Scavo, Secretary-Treasurer
of Local 88, IOMMP, and/or
Exec. Asst. Port Agent,
Offshore Division, IOMMP
105 Washington Street
New York, N.Y.

Dear Frank:

As you know, I am a candidate in the 1971 elections for the post known variously as Paterolman of Local 88 and/or Assistant Port Agent, Offshore Division, for New York. Pursuant to Article XIX, Sections 1 and 2(b), the election for this and other Local 88/Offshore Division offices is to be conducted in accordance with the local union by-laws.

Accordingly, I demand that a mailing list of all members of Local 88 be made available to me at cost. Please send the same to me at the above address.

In connection with this demand, I draw your attention to Article V, Section 5, third sentence of the Local 88 by-laws, which provides as follows:

> "A certified mailing list of all members of Local 88 shall be made available at cost to all candidates, provided, however, that any postage charges shall not be billed to this Organization."

Your immediate response to this demand will be appreciated.

Fraternally,

William R. Sorrentino

S/S # 545-28-4394

884a

HENRI L. NEREAUX
163 W. 17 ST.
N.Y.C. 10011

August 12, 1971

Mr. Frank Scavo, Secretary-Treasurer
of Local 88, IOMMP, and/or
Exec. Asst. Port Agent,
Offshore Division, IOMMP
105 Washington Street
New York, N.Y.

Dear Frank:

As you know, I am a candidate in the 1971 elections for the post known variously as Patrolman of Local 88 and/or Assistant Port Agent, Offshore Division, for New York. Pursuant to Article XIX, Sections 1 and 2(b), the election for this and other Local 88/Offshore Division offices is to be conducted in accordance with the local union by-laws.

Accordingly, I demand that a mailing list of all members of Local 88 be made available to me at cost. Please send the same to me at the above address.

In connection with this demand, I draw your attention to Article V, Section 5, third sentence of the Local 88 by-laws, which provides as follows:

> "A certified mailing list of all members of Local 88 shall be made available at cost to all candidates, provided, however, that any postage charges shall not be billed to this Organization."

Your immediate response to this demand will be appreciated.

Fraternally,

H. L. Nereaux

RECEIVED
AUG 19 1971
IOMM & P

RECEIVED
AUG 19 1971
IOMM & P

885a

Amos Koonce
2525 Church Avenue
Brooklyn, N.Y.11226

August 14, 1971

Mr. Thomas F. O'Callaghan, Int'l Pres.
International Organization of Masters,
Mates and Pilots
39 Broadway
New York, N.Y.

Dear Sir and Brother:

As you know, I am a bona fide candidate for the office of International Executive Vice President, IOMMP, in the election to be held in the Fall of this year.

I request the right to inspect, prior to the mailing out of the ballots, the list of names and last known addresses of all members of IOMMP who are subject to a collective bargaining agreement requiring membership in the organization as a condition of employment. This request is made pursuant to section 401(c) of the Labor-Management Reporting and Disclosure Act of 1959, 29 USC 481(c).

Please reply to me at the above address, advising me of the time, date and place at which I may make such inspection.

Fraternally,

223206644

RECEIVED
AUG 19 1971
IOMM & P

886a

Capt. N. L. LaRocca
514 Oaklawn Drive
Metairie, Louisiana
70005

August 18, 1971

International Organization
of Masters, Mates and Pilots
Offshore Division
Balloting Committee

Dear Sirs and Brothers:

I, Captain N. L. LaRocca, S.S. No. 320074195, candidate for Port Agent, New Orleans, La., of International Organization of Master, Mates and Pilots, request information about the independent mailing service designated for the New Orleans former Local #15 members, in accordance with Federal Law.

Candidates should at least have 30 days prior to mailing of the ballots, in order for the members to familiarize themselves with the candidates running for office. Many of the members have their mail forwarded to foreign ports and this would not give them an opportunity to read the literature prior to receiving the ballots.

Your attention and prompt reply on this matter would be appreciated.

Yours truly,

N. L. LaRocca

cc: T. C. Callahan
Robert Lowen

887a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION
NEW YORK

RECEIVED
AUG 19 1971
IOMM & P

RECEIVED
AUG 19 1971
IOMM & P

JOSEPH B. GAIER
PORT AGENT

FRANK T. SCAVO
EXECUTIVE ASST. PORT AGENT

August 18, 1971

Chairman, International Balloting Committee
c/o International Organization of Masters,
Mates & Pilots
39 Broadway
New York, N. Y. 10006

Dear Sir & Brother:

Please find enclosed herewith letter that I received from Mr. Lawrence A. Burlingame, candidate for Assistant Port Agent No. 1, New York Branch, in the forthcoming election, in which he demands that a mailing list of all members of Local 88 be made available to him, at cost.

I have been advised by counsel that this matter should properly come before the Ballot Committee, for a determination.

I am sure you will give this matter your considered attention, advising Mr. Burlingame of your decision. Would you be kind enough to forward me a copy of any correspondence regarding this question.

I am

Fraternally yours,

Assistant Port Agent
New York

Pilots
Local 153 afl-cio
Inc.

BEST COPY AVAILABLE

MR.Frank Scavo,Sec.T: [illegible]s.
of Local 88,IOMMP,and/or
Exec.Asst.Port Agent,
Offshore Division,IOMMP
105 Washington St.
New York,N.Y.

gust 13,1971 888a

RE: Lawrence A.Burlingame
2787 Kennedy Blvd.
Jersey City,N.J. 07306

Dear Frank

As you know,I am a candidate in the 1971 elections for the post known variously as Vice President of Local 88 and/or Assistant Port Agent No.1, Offshore Division,for New Yoer.

Pursuant to Article XIX,Section I and 2(b),the election for thos and other Local 88/Offshore Division offices is to be conducted in accordance with the local union by-laws.

Accordingly ,I demand that a mailing list of all members of Local 88 be made available to me at cost. Please send the same to me at the above address.

In connection with this demand,I draw your attention to Article V, section 5,third sentence of the Local 88 by-laws,whick provides as follows:

" A certified mailing list of all members of Local 88 shall be made available at cost to all candidates,provided,however,that any postage charges shall not be billed to this Organization.:

Your immediate response to this demand will be appreciated.

Fraternally yours

[signature of Lawrence A. Burlingame]

MR.Lawrence A.Burlingame
Local 88 Bk.# 10858
S.S.239-05-3873
2787 Kennedy Blvd.
Jersey City,N.J. 07306

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION
FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

COPY

August 24, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

Further to our letter of August 12, 1971, please be advised that the mailing lists furnished your Mrs. Margaret Carlson for the IOMM&P Constitutional Amendments ballot to the IOMM&P membership, are the official lists as submitted by the subordinate bodies of this Organization for this purpose.

Please be further advised that additional copies of the same official lists will be furnished your office to be used in the 1971 election ballot referendum to commence during the week of August 30, 1971.

Very truly yours,

R Lowen

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

cc: International Ballot Committee
for Constitutional Amendments
International Ballot Committee
for 1971 Election of Officers
To all Subordinate Bodies
Marvin Schwartz, Esq.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION

FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cable: BRIDGEDECK

August 24, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

In accordance with Section 3 of Article V of the International Constitution of this Organization (copy enclosed), and by action of the IOMM&P 60th Convention held in Galveston, Texas, during the week of July 26, 1971, please be advised that the American Arbitration Association has been requested to conduct the secret ballot referendum in the matter of the 1971 election of International Officers, Offshore Division Officers, and Pilot Division Officers of the IOMM&P.

Please be further advised that, in accordance with Section 6 of Article V of the Constitution, the members of the International Ballot Committee elected at the 60th Convention to supervise the election are, as follows:

Captain R. H. Nelson (Chairman)
Captain George Eisenhauer
Captain P. L. Mitchell
Captain L. L. Reynolds
Captain J. Valensi

Please accept this notice as an official request and authorization to conduct the 1971 IOMM&P election referendum. The International Ballot Committee mentioned above will meet on Monday, August 30th, 1971, at this office, and will contact your Mrs. Margaret Carlson at that time to commence the preparation of this referendum.

The cost of the referendum shall be borne by the International Organization of Masters, Mates and Pilots.

Thank you for your service in this instance.

Very truly yours,

R Lowen

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.
cc: To all Ports
Intl Ballot Committee
Marvin Schwartz, Esq.

August 24, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find the late arrived list of AMW 17, the three exception names of which were read over the phone to you on August 23rd so that ballots might be mailed as soon as possible to those members.

Also enclosed please find late arrived list from Local 27 (Inland). Please note check appearing alongside of those names not listed on previous Local 27 furnished your office. The names checked will now have to receive a Constitutional amendment ballot. Please use the enclosed Local 27 (Inland) list in lieu of the previous list for the election ballot.

Last week we furnished you with a list of Norfolk Pilots. Though they have the Pilot caption, they are to receive the INLAND election ballot. In other words, they will just vote for International Officers.

Please call us if you have any questions on the above.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

August 26, 1971

Mrs. Margaret U. Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

We hereby request the American Arbitration Association to administer a referendum of amendments to the constitution among the membership of the International Organization of Masters, Mates and Pilots in accordance with its Constitution.

As Chairman of the Ballot Committee, duly appointed under the Constitution, I am authorized to request you to administrate this election in accordance with the Standards for Elections of the American Arbitration Association.

Very truly yours,

Richard J. Polachek
Chairman of the Ballot Committee
for Amendments

RJP:vw

August 26, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find the following:

Mailing Lists

Offshore Division run - by ports
Inland - AMW 5; AMW 8; AMW 17 (watch AMW 17 for duplication with 17) Local 1; 4; 5; 6 (both label and run); 14 (Norfolk); 14 (Baltimore); 14 (Philadelphia); 17 (watch for duplication with AMW 17); 18; 24; 27; 30; 40; and Norfolk (Va) Pilots.
Pilots - Local 16; 22; 23; 89; 100; Houston Pilots; Brazos-Santiago Pilots; Rhode Island/Conn/Mass Pilots.

List of persons who did not receive ballot in initial mailing because of no address, many of which we have now noted addresses.

Listing of Port addresses so that the AAA will not mail ballots to those addresses.

Letters of authorization for AAA to conduct referenda. Letter for election ballot to be signed on arrival of that Committee Chairman this coming week.

Letter confirming that mailing lists are official as submitted to AAA.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

BY HAND

August 26, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find four copies of Page 3 of the Local 22 (Pilots) mailing list, wh h was omitted in the previous list furnished your office.

Also enclosed please find list of applicants in the Offshore Division who should not receive either ballot. If they have received the constitutional amendment ballot any return of same should not be counted. This can be verified with the Ballot Committees.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

american arbitration association

140 West 51st STREET • NEW YORK, N.Y. 10020
(AREA CODE 212) 582-6620

RECEIVED
AUG 31 1971
IOMM & P

August 27, 1971

officers

HOWARD M. HOLTZMANN
Chairman of the Board

C. JAY PARKINSON
Chairman, Executive Committee

J. VICTOR HERD
DAVID W. PECK
Past Chairmen

FLOYD W. JEFFERSON
Vice Chairman of the Board

HENRY A. LOEB
Treasurer

DONALD B. STRAUS
President

ROBERT COULSON
Executive Vice President

GERALD AKSEN
General Counsel

Vice Presidents
JOSEPH S. MURPHY
JOHN P. E. BROWN
MORRIS STONE
EDWIN W. DIPPOLD
WILLOUGHBY ABNER

committee chairmen

WHITNEY NORTH SEYMOUR
Arbitration Law

HENRY CLIFTON, JR.
Arbitration Practice

BRUCE F. SMITH
Budget

DAVID L. COLE
Panels

E. NOBLES LOWE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNECHT
Construction Industry

Miss Vera Watson
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

Dear Miss Watson:

Enclosed please find copies of envelopes returned to the office from the mailing of the constitution amendment ballot.

If you have been notified of changes in the addresses of these members, please forward that information to the office as soon as possible.

Very truly yours,

Samuel V. Tannenbaum

Samuel V. Tannenbaum
Election Department

SVT:pml
encs.

american arbitration association

140 WEST 51st STREET • NEW YORK, N.Y. 10020
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896a

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AUG 30 1971
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officers

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Chairman of the Board

C. JAY PARKINSON
Chairman, Executive Committee

J. VICTOR HERD
DAVID W. PECK
Past Chairmen

FLOYD W. JEFFERSON
Vice Chairman of the Board

HENRY A. LOEB
Treasurer

DONALD B. STRAUS
President

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Executive Vice President

GERALD AKSEN
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committee chairmen

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Arbitration Law

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Arbitration Practice

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DAVID L. COLE
Panels

E. NOBLES LOWE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNECHT
Construction Industry

August 27, 1971

Captain Robert J. Lowen
International Secretary-Treasurer
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York 10006

Dear Captain Lowen:

This will acknowledge receipt of your letter authorizing the American Arbitration Association to conduct a referendum of amendments to the Constitution and the election of International Officers of the International Organization of Masters, Mates and Pilots.

Very truly yours,

Margaret U. Carlson
Election Director

MUC:pml

offices: BOSTON • CHARLOTTE • CHICAGO • CINCINNATI • CLEVELAND • DALLAS • DETROIT • HARTFORD • LOS ANGELES • MIAMI • MINNEAPOLIS
NEW YORK • PHILADELPHIA • PHOENIX • PITTSBURGH • SAN DIEGO • SAN FRANCISCO • SEATTLE • SYRACUSE • WASHINGTON, D.C.

ERICAN ARBITRATION ASSOCI ON
WEST 51st STREET, NEW YORK, N. Y. 20

897a

RECEIVED
1971
IOMM & P

August 30, 1971

COPY

Dear Sir:

A ballot to vote in the Constitutional referendum of the International Organization of Masters, Mates and Pilots was mailed to you by mistake.

Please return the unmarked ballot the the American Arbitration Association at the above address.

If you have already voted, please be advised that your vote will be challenged as your name does not appear in the current voter eligibility list.

Very truly yours,

Samuel V. Tannenbaum
Election Department

SVT:pml
cc: Vera Watson
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

america arbitration association

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SEP 3 1971
IOM M & P

August 31, 1971

officers

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Chairman of the Board

C. JAY PARKINSON
Chairman, Executive Committee

J. VICTOR HERD
DAVID W. PECK
Past Chairmen

FLOYD W. JEFFERSON
Vice Chairman of the Board

HENRY A. LOEB
Treasurer

DONALD B. STRAUS
President

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Executive Vice President

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General Counsel

Vice Presidents
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committee chairmen

WHITNEY NORTH SEYMOUR
Arbitration Law

HENRY CLIFTON, JR.
Arbitration Practice

BRUCE F. SMITH
Budget

DAVID L. COLE
Panels

E. NOBLES LOWE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNECHT
Construction Industry

Miss Vera Watson
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

Dear Miss Watson:

Enclosed herewith please find a list of those not eligible to vote in the referendum on Constitutional amendments and the election of officers of the International Organization of Masters, Mates and Pilots. A letter was sent to the attached list of people explaining that they were not eligible to vote. Mr. Robert D. Ricker and Mr. George R. Schneider, Jr. did not receive letters because we were unable to obtain mailing addresses. A copy of this letter was sent to you on August 30, 1971.

Very truly yours,

Patricia M Leptak

Patricia M. Leptak
Election Department

pml
enc. (1)

offices: BOSTON • CHARLOTTE • CHICAGO • CINCINNATI • CLEVELAND • DALLAS • DETROIT • HARTFORD • LOS ANGELES • MIAMI • MINNEAPOLIS
NEW YORK • PHILADELPHIA • PHOENIX • PITTSBURGH • SAN DIEGO • SAN FRANCISCO • SEATTLE • SYRACUSE • WASHINGTON, D.C.

ARMSTRONG, ALLEN E.
BRADY, JAMES E.
BURKLE, RICHARD C.
COMPTON, FRANKLIN
CREIGHTON, RICHARD L.
DE CARUALHO, ANTHONY C.
ENGLAND, THOMAS FRANK
HESS, WAYNE R.
HOLCOMBE, MAURICE F.
HOLLING, GEORGE M.
JOHANNESSEN, ORNULF ODIN
KESICKE, KENNETH F.
MYERS, JOHN MICHAEL
PEFIN, BEVERLEY R.
PIERCE, MARK R.
RENFRO, JOHN J.
RICKER, ROBERT D.
SCHNEIDER, GEORGE R.
SMITH, GERALD S.
SALDOTTI, JAMES R.
SALIARIS, STXALIANOS A.
SODERBACH, WESLEY C.
STOUGHTON, EDMUND H.
TAKASHIGE, MASATO
WIEMERS, WILLIAM F.
WHITE, EDWARD F. JR.
~~WZNRX~~
BRESG, WALTER

900a

September 1, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find the following:

List of mailing services available to Offshore Division candidates.

Chart of Offshore Division candidates, by port.

Copies of letter went to all offshore candidates so that you may have easy reference to individual addresses. These letters are separated into ports.

Very truly yours,

Captain Robert J. Lowan
International Secretary-Treasurer

RJL:vw
enc.

P. S. We suggest that candidates be notified of mailing service via certified mail.

PSL

SAN FRANCISCO

Business Extension Bureau
3057 17th Avenue
San Francisco, California 94110 Phone: 415-626-3900

SEATTLE

Publishers Mailing Service
120 Broad Street
Seattle, Washington 98121 Phone: 206-MA 2-0411

PORTLAND, OREGON

Mrs. Gladys Monner
5838 S. E. Holgate Blvd.
Portland, Oregon 97206 Phone: 503-774-6661

BOSTON

Helen E. Blodgett
177 State Street, Room 401
Boston, Massachusetts 02109 Phone: 617-227-1521

JACKSONVILLE, FLA

Futch Printing and Mailing Service
228 East Forsythe Street
Jacksonville, Florida 32202 Phone: 904-355-3606

PROVIDENCE

Manpower
10 Abbot Park Place
Providence, RhodeIsland 02903 Phone: 401-331-4185

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~~Mxxxxxx~~ Elizabeth Thompson
5703 Stewart Avenue
Galveston, Texas 77550 Phone: 713-744-4052

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Paramount, California 90723 Phone: 213-634-6484

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424 Gravier Street
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Able Temporaries, 305 Tower Building, Baltimore, Md 21202
Phone: 301-685-2550 (Mr. Goldberg)

(continued next page

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Chairman of the Board

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Chairman, Executive Committee

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WILLIAM J. KNECHT
Construction Industry

September 1, 1971

Vera Watson
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

Dear Miss Watson:

Enclosed herewith please find a photostated list of ballots for the International Organization of Masters, Mates and Pilots constitutional referendum that were returned to the American Arbitration Association for incorrect addresses.

If you have any of the addresses, kindly forward them to our office.

Very truly yours,

Samuel V. Tannenbaum/pnl

Samuel V. Tannenbaum
Election Department

SVT/sl

enc.

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TANT
M. P.
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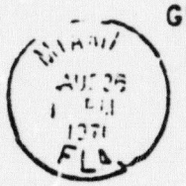
O.S.

RICHARD D LEWIS

P O BOX 32
GO ~~FLA~~ → LARGO, FLA. 33540



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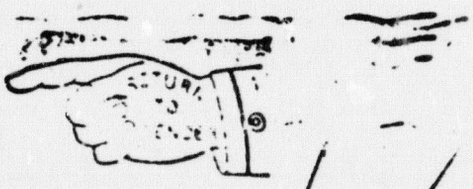

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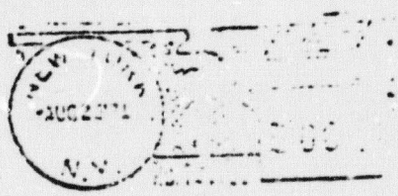

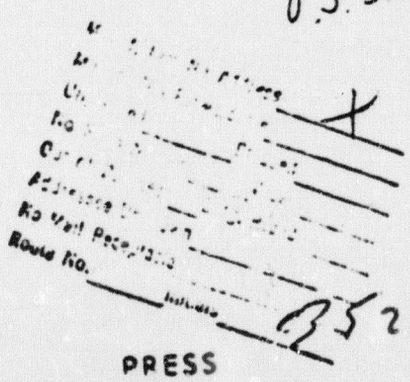

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MIAMI BEACH FLA 33139

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7612 NE 89TH AVE
VANCOUVER WA 98662

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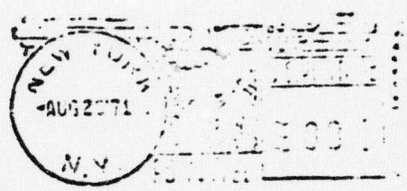

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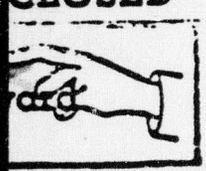
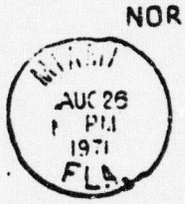


WILLIAM A BARKLEY

13900 N E 11TH AVE
NORTH MIAMI FL 33161



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CHARLES R DAGGS

4387 DAFFODIL CIRCLE S
PALM BEACH GARDENS ~~FLA~~ 33043

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American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

P.O. ANNEX
PENSACOLA, FLA. 32501

RETURNED TO WRITER

O.S. same

25 AUG 1971

FLORIDA FROM STA

Return to - No forwarding address at this time.

IMPORTANT

I. O. M. M. P.

BALLOT

ENCLOSED

JOSEPH E CRANMER

~~717 WHITNEY DR~~
~~PENSACOLA~~ ~~FLA 32503~~

Please Forward

JJ0325

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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JACKSONVILLE FLA. AUG 5 5 PM 1971

AIR MAIL

UNDELIVERABLE AS ADDRESSED.
NAME OF SHIP, UNIT, OR UNIT
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FRANK LLOYD WRIGHT

IMPORTANT

I. O. M. M. P.

BALLOT

ENCLOSED

WILLIAM LEIS

10640 BEVERLY NALLE
JACKSONVILLE FLA 32211

Please Forward

FPO
San Francisco, California 96602

ALLOT
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LEONARD J BECICKA

~~COLUMBIA~~
LEAVENWORTH KAN 66048

907a

98 Surrey Lane
Crystal Lake, Ill. 600

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O.S.

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Go to A.P. Hill
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Balt. Md

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Harvey Lewis

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Harvey Lewis
2922 Myra St.
Jacksonville, Fla.
32205

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. M. P.
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A RISKO

~~3968 WINCHELL RD~~
CLEVELAND OHIO 44122

P.O. Box 870
Warrensville Branch
Cleveland, Ohio 44122

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Out of Business
Addressee Unknown
No Mail Receptacle
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TANT

M. P.
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DUDLEY V PERRY

57 WILLOW ST
ROCKLAND MD 21202

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NEW YORK AUG 2 1971 N.Y.

O.S. mixed card

DoMMP
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Balt, Md. 21202

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M. P.
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P P GILL

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Street
Y. 10019

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2700 Jean Lafitte Pkwy
Buccaneer Villa
Chalmette, La 70043

not at this address

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Addressee unknown ___
Insufficient Address ___
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ration Association

Street
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TRY STREET

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MPORTANT

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WALTER G POSS
834 38th Ave
~~634 38TH AVE~~
SanFRANCISCO CA 94121

rward

AUG 25 PM

Association

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Same

AUG 20 '71
N.Y.

RTANT

. M. P.
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JAMES W GILLELAND
718 FEDERAL AVE
MORGAN CITY LA 70380

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ORTANT
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Apt 12

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NEW YORK NY 10027

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918 Sparrow Wa'l
Texas City, Tex
77590

Association

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ORTANT
M. M. P.
LLOT
LOSED

rd

THEO. W. DANIELS

339 HALL ST

~~FL~~ 33610

~~TAMPA~~ RCA
PRICHARD, ALA.

No such St. or Rte.
in Tampa, Fla.

Association

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Ak 99501

8703 18 NW
Seattle, Wa. 98107

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American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
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FRANK CHARLES WATERS
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New York, N. Y. 10019

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HARRY C GALLOWAY
10449 W DEVONSHIRE AV
PHOENIX AZ 85039

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New York, N. Y. 10019

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IMPORTANT. UNIT, OR UNIT NUMBER
FILE AT FPO.

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EUGENE L JOHNSON
~~257 S COMMERCIAL ST~~
~~NEEVAH 46156 50156~~

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WALTER M LEICKEN JR
P O BOX 839 UNION 3
SEATTLE WASH 98111

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151 West 51st Street
New York, N. Y. 10019

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JOSEPH K HESS
43 WEST 86TH ST
NEW YORK NY 10024

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New York, N. Y. 10019

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Clyde O'Neal
491 Stow Ave. #4
Oakland, Ca 94606

2328 Warren Rd
Walnut Creek, Ca 94598

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c/o KAZARUS
47 W 86TH ST
NEW YORK NY 10024

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JOHN E MCGRANE
6431 CENTRAL AVE
ST PETERSBURGH FLA 33710

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JORGE R VALLADARES
1001 ARLINE ST
NEW ORLEANS LA 70115

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New York, N. Y. 10019

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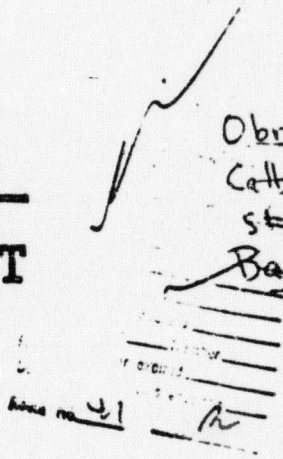

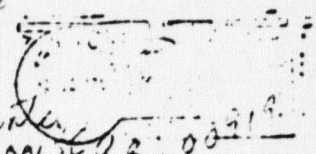

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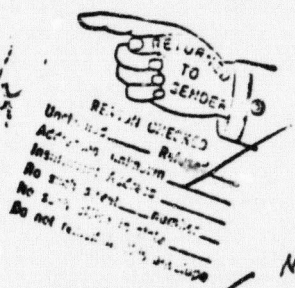
New York, N. Y. 10019



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NOT AT THIS ADDRESS

THOMAS E HAND JR
C/O LEIGHTON AP A3
44 16TH ST
JERICO NY 11753

P.O. Box 5788
Concord, Ca 94524

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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FRANK L MC ALLISTER
Drexel Manor Apts
210 Green & Johnson
Phil, PA. 19144

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FREDERICK W SKOUSGARD III

BOX 19714
DALLAS TEX 75219

DALLAS, TEX
6-PM
1971

September 2, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find letters showing addresses of candidates for International Office and Pilots' Division office, so that you may notify these candidates of the mailing service available to them.

To the International Office group, please add the following names and addresses:

Thomas F. O'Callaghan
P. O. Box 782
Hot Springs, Virginia 24445

Robert J. Lowen
29 Newport Road
Yonkers, New York 10710

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

September 2, 1971

American Arbitration Association
and/or
Parties to the 1971 Election of Officers

Re: International Ballot Committee

Gentlemen:

This is to certify that Captain George Eisenhauer is authorized and empowered to act on behalf of the International Ballot Committee in the matter of the 1971 election of IOMM&P officers.

In the absence of a meeting of the full Committee, Captain Eisenhauer may sign documents, authorize activities and act in any matter arising during the balloting period.

Very truly yours,

Robert H. Nelson, Chairman
1971 International Ballot Committee
for Elections

RHN:vw

american arbitration association

140 WEST 51st STREET • NEW YORK, N.Y. 10020
(AREA CODE 212) 582-6620

RECEIVED
SEP 2 1971
10MM & P

officers

HOWARD M. HOLTZMANN
Chairman of the Board

C. JAY PARKINSON
Chairman, Executive Committee

J. VICTOR HERD
DAVID W. PECK
Past Chairmen

FLOYD W. JEFFERSON
Vice Chairman of the Board

HENRY A. LOEB
Treasurer

DONALD B. STRAUS
President

ROBERT COULSON
Executive Vice President

GERALD AKSEN
General Counsel

Vice Presidents
JOSEPH S. MURPHY
JOHN P. E. BROWN
MORRIS STONE
EDWIN W. DIPPOLD
WILLOUGHBY ABNER

committee chairmen

WHITNEY NORTH SEYMOUR
Arbitration Law

HENRY CLIFTON, JR.
Arbitration Practice

BRUCE F. SMITH
Budget

DAVID L. COLE
Panels

E. NOBLES LOWE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNECHT
Construction Industry

September 2, 1971

Vera Watson
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

Dear Miss Watson:

Enclosed herewith please find a photostated list of ballots for the International Organization of Masters, Mates and Pilots constitutional referendum that were returned to the American Arbitration Association for incorrect addresses.

If you have any of the addresses, kindly forward them to our office.

Very truly yours,

Samuel V. Tannenbaum
Election Department

SVT/sl

enc.

BEST COPY AVAILABLE

September 3, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find the Pilot lists of members and addresses to be used for the distribution of campaign literature.

Very truly yours,

Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc. Houston Pilots
Local 100
RhodeIsland/Conn/Mass Pilots
Brazos-Santiago Pilots
Columbia River Bar Pilots
Columbia River Pilots
Sandy Hook Pilots (Lo 22)
San Francisco Bar Pilots (Lo 8?)

BEST COPY AVAILABLE

September 7, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find copy of photostated ballot envelopes submitted by the AAA by letter of September 1 and September 2, which have been updated where this office could find a better address.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

September 7, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

We enclose herewith original letter signed by Captain Floyd E. Smith, Interim Representative, West Coast Region, Pilots Division, re Captain A. Clark Hare and original envelope with partial ballot kit returned by Jack Suddarth, indicating he did not receive the Constitutional Amendments ballot.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS
PILOTS DIVISION WESTCOAST REGION
814 DAYTON STREET EDMONDS WASHINGTON 98020

September 04 1971

Captain Robert J Lowen, Secretary- Treasurer
International Organization of Masters, Mates & Pilots
17th Floor
39 Broadway Building
New York New York 10006.

Dear Captain Lowen:

Captain A.Clark Hare a former and retired member of the Puget Sound Pilots and Local # 100 Puget Sound Pilots Branch # 8 has been recieving mail from the International since his retirement. He has just the other day recieved 2 ballots and the 60th Convention News letter under two separate addressed envelopes. He destroyed the other ballot and passed the news letter on to another member still active.

Will you have his name withdrawn from the presently used Addresograph system.

Thank you for attending to this.

Fraternally yours,

enc.

Captain Floyd E. Smith
Representive (Interim)
West Coast Region, Pilot Division.

923a

...n Arbitration Association
...2300
West 51st Street
York, N. Y. 10019

WHAT BALLOT?

IMPORTANT
I.O.M.M.P.
BALLOT-?
ENCLOSED-?

JACK SUDDARTH

COMINS MICH 48619

...o Forward

(PRINT) NAME

MEMBERSHIP NUMBER (S. S.)

SIGNATURE (SIGN HERE)

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NEW YORK, N. Y.

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ELECTION DEPT.

AMERICAN ARBITRATION ASSOCIATION
ROOM 2300
151 WEST 51st STREET
NEW YORK, N. Y. 10019

No. 7926

International Organization of
Masters, Mates & Pilots
39 Broadway
New York N.Y. 10006

INTERNATIONAL ORGA ION of
MASTERS, MATES a.. PILOTS
39 BROADWAY
NEW YORK, N.Y. 10006

924a

'Nrong Way

A C HARE
15722 1ST AVE N W
SEATTLE WA 9[illegible]

98119

INTERNATIONAL ORGANIZATION of
MASTERS, MATES and PILOTS
39 BROADWAY
NEW YORK, N.Y. 10006

Right Number

A C HARE
15722 FIRST AVE N W
SEATTLE WA 98148

98177

925a

[illegible] Convention Resolution on the Resolution of Affiliation of the IOMM&P with the ILA

Published by

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

39 BROADWAY, NEW YORK, NEW YORK 10006

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION RAILWAY LABOR EXECUTIVES' ASSOCIATION

FOUNDED 1880

THOMAS F. O'CALLAGHAN
International President

ROBERT J. LOWEN
Secretary-Treasurer

WILLIAM M. CALDWELL
Vice President

CAPTAIN ROBERT J. LOWEN
INTERNATIONAL ORGANIZATION OF
MASTERS MATES & PILOTS
17th FLOOR
39 BROADWAY
NEW YORK NEW YORK 10006

C. W. Floyd E. Smith
811 Dayton
Edmonds, Wash. 98020

CERTIFIED MAIL

September 8, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mr. Sam Tannenbaum
Election Department

Gentlemen:

Re: Mailing List Costs

The following is the actual cost of one single set of gummed labels for each of the former Locals, as noted:

LOCAL/CITY	COST	# OF LABELS
4 - Mobile/Tampa	$ 7.39	361
5 - Providence	2.49	131
11 - Boston	5.38	262
14 - Baltimore/Norfolk/ Phila/Savannah/Charles-ton	33.22	1,587
15 - New Orleans	13.10	614
20 - Galveston/Houston/ Port Arthur	14.44	688
24 - Jacksonville/Southeast Florida (Hollywood)	4.87	236
88 - New York	41.32	2,000
90 - San Francisco/Port-land,Ore/Seattle/ Wilmington,Calif.	46.53	2,245

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

PJL:vw

September 10, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

The election ballot that is mailed to the Inland locals should also be sent to those on the enclosed copy of AMW #17 list, and the ballot sent to the Pilots Division members should go to those names listed on the enclosed copy from the Humboldt Bar Pilots.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

September 15, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find copy of lists your office transmitted as of September 7th, for updating of addresses.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

enc.

Memo from . . .

MARGARET U. CARLSON

9/7/71

Vera —

more returned ballot
envelopes with wrong
address.

please return correction
as soon as possible.

Sincerely
Ann Lanneau

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

930a

O.S same

Thomas H Chandler
50 20 11th St S.
Arlington, Va. 22205

☐ Moved, left no address
☐ Unknown at such number
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☐ Addressee unknown

421m

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I. O. M. M. P.
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New York, N. Y. 10019

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New York, N. Y. 10019

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☐ Other .....

O.S. same

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Richard H Yearick
4428 Cypress St.
Lake Park Fla. 33403

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151 West 51st Street
New York, N. Y. 10019

O.S same

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N. E Jennings
47 147 Iwiwi St.
Kaneohe, Hawaii 96744

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151 West 51st Street
New York, N. Y. 10019

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I. O. M. M. P.
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☐ Addressee unknown

R E ADAMS
2457 RODMAN ST
HOLLYWOOD FLA 33020

Please Forward

American Arbitration Association
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151 West 51st Street
New York, N. Y. 10019

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IMPORTANT
I. O. M. M. P.
BALLOT
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Please Forward

Michael J. Heckie
87 Acker Ave
W. Babylon NY 11704

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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I. O. M. M. P.
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Frank Stangko
1834 Stratford Ave
Bridgeport, Conn 06604

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New York, N. Y. 10019

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J. H. Sullivan
5 Frank Ave
Peabody, Mass 01960

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

U.S. Same

932a

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New York, N. Y. 10019

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~~FALMOUTH ME 04421~~

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American President Lines
Mercantile Bank Bldg.
Singapore

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Room 2300
151 West 51st Street
New York, N. Y. 10019

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IMPORTANT

I.O.M.M.P.

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EDWARD BROCH
C/O MSTS A P O
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~~SAN PEDRO~~ SAN FRANCISCO CA 96291

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American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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316 E.W. 22 St.

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151 West 51st Street
New York, N. Y. 10019

933a

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O.S. Sonora

GEORGE W. WARD
RT. 1 BOX 34
STRICKDALE TEX 78160

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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Sonora, Mexico

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Room 2300
151 West 51st Street
New York 10019

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GEORGE BURKE 2/11

~~141 MILLARD STREET~~
~~WEST QUINCY~~ ~~MASS 02169~~

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2 NOT ON BOARD RETURN TO SENDER Please
New York City, N. Y.

Please Forward

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New York, N. Y. 10019

O.S. Sonora

11570 Kentucky Street

471 Monroe

F.A. Dunn

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American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

O.S. Chrge

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I. O. M. M. P.

BALLOT

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Please Forward

RICHARD L HUNTER
~~4764 GRAND COURTS~~
HOUSTON TEX 77012

11529 EDENBERRY DR.
Ban Air, VA. 23235

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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Gibson, Olivia
2914 ½ Louisiana Ave
New Orleans, La.

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New York, N. Y. 10019

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I. O. M. M. P.

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Please Forward

569-34-2864 1453
CHRISTIAN PAUL B
~~1102 SW MASSACHUSETS~~
SEATTLE ~~WA 98126~~

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American Arbitration Association
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151 West 51st Street
New York, N. Y. 10019

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OUT OF BUSINESS
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OTHER

O.S.

121 E 54th St Apt 10B
N.Y. N.Y. 10017

IMPORTANT

I. O. M. M. P.

BALLOT

ENCLOSED

Please Forward

EDWARD P REICHHELM
1210 PANNES RD
WAL LINGFORD CONN 06492

1123 Collis Ave
Columbia, S.C.

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

935a

IMPORTANT
I. O. M. M. P.
BALLOT
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Please Forward

ARTHUR J YARD
507 LUCAS CREEK RD
NEWPORT NEWS VA 23602

After 5 Days, Return To
REFERENDUM COMMITTEE—NATIONAL POSTAL UNION
c/o AMERICAN ARBITRATION ASSOCIATION
151 WEST 51st STREET—ROOM 2300
NEW YORK, N. Y. 10019

Return to Sender

035-44-6291
PATRICIA E JOHNSON
410 EASTERN PKWY
BKLYN NY 11225

Official Referendum Ballot Enclosed

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

REASON CHECKED
Unclaimed ___ Refused
Unknown ___
Moved ___
No such office in this State
Other ___
Date 2-26-71

Released

IMPORTANT
I. O. M. M. P.
BALLOT
ENCLOSED

Please Forward

JOSEPH E JACKSON
~~RT 1 BOX 466~~
~~ST BERNARD~~ LA 70085

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

O.S. Sent

IMPORTANT
I. O. M. M. P.
BALLOT
ENCLOSED

Please Forward

GEORGE D WORSLEY
1631 S E 13TH ST
FORT LAUDERDALE FLA 33316

Route No. 6

September 20, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

Enclosed please find copies of envelopes, received here September 14th, that have been updated for addresses.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

BUY U.S. SAVINGS BONDS
ASK YOUR POSTMASTER

IMPORTANT
I. O. M. M. P.
BALLOT
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KENNETH F KASICKE
20 HINGATE RD
YONKERS N Y 10705

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Room 2300
151 West 51st Street
New York, N. Y. 10019

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I. O. M. M. P.
BALLOT
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NOT DELIVERED FROM
SYRACUSE, N. Y.
POST OFFICE

O.S. same

Joseph M. Bishop
1205 Anita Ave
Syracuse NY 10984

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
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R N HUTCHINSON
32 GRANDVIEW RD
ARLINGTON MASS 02174

Change

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
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☐ Moved, not forwardable
☐ Address unknown

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Raymond H. Dykyle
1 Maple Drive
Brookfield Center, Conn 06805

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
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Indian Hill Rd
North Milford, Mass 01757

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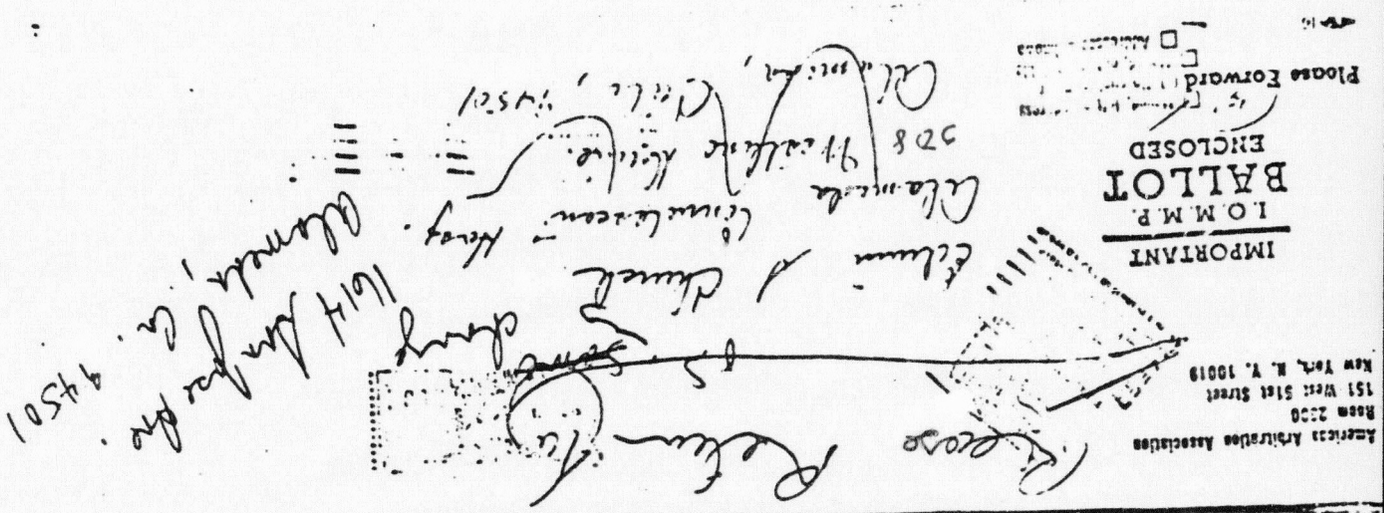

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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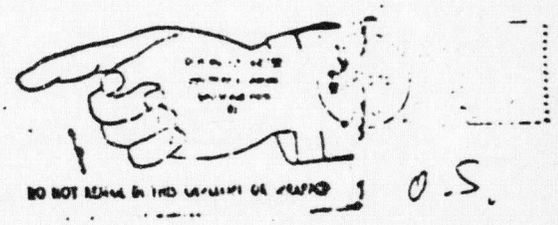

O.S.

Lacy L. Beasley
1005 Woodside Dr. W
Mobile, Ala. 33608

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
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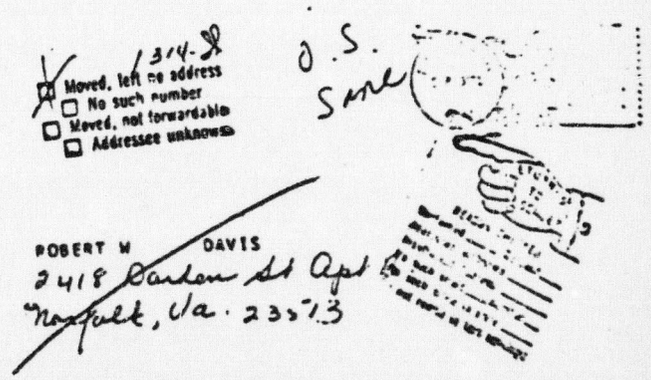

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Addressee unknown

O.S.

ROBERT W DAVIS
2418 Barden St Apt
Norfolk, Va. 23513

939a

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
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J. X. Bergen
225 First Street
Mineola, Ny 11501

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
ENCLOSED

Please Forward

Same

X 3151N

Godfreys Butler Harbor
~~1025 Folsom St.~~
~~San Francisco~~, Cal. 94103

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
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RETURN TO
Please Forward

D.S: same

Clarence G Lumen
5716 N.E 12th
Portland Oregon 97211

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
ENCLOSED

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D.S. same

Richard K. Clemens
~~641 E 17th St.~~
Oakland, Calif 94606

940a

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
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Please Forward

O.S. Same

Victor K. Bruker
720 ~~First~~ Ave
San Bruno, Calif. 94066

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

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I. O. M. M. P.
BALLOT
ENCLOSED

RETURN TO WRITER
Please Forward

Moved, left no address
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Addressee unknown

ANTHONY R LEONE
~~909 21ST STREET~~
~~GALVESTON TEX 77550~~

4236 - Ocana ave.
Lakewood, Calif. 90713

O.S. Same

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
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VLIET
4410 NICHOLAS ST PA 18204
EASTON

American Arbitration Association
Room 2300
151 West 51st Street
New York, N. Y. 10019

IMPORTANT
I. O. M. M. P.
BALLOT
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O.S. Same

BALDWIN
310 W. 21st
Virginia Beach, Va 23451

941a

September 20, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

Enclosed please find copy of envelopes returned for better address and changed as noted.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

942a

Association

SEP 6 PM

IMPORTANT

I. O. M. M. P.

ALLOT

ENCLOSED

FWDG

501 SW 2nd St.
Waldron C Watson
Notary Pub Collier
Florida Bd 9th
33130
Collier Road
Miami Beach, Fla 33139

MIAMI SEP 9 PM 1971 FLA

RETURNED FROM HOTEL

Association

RETURN TO WRITER

O.S. same

NEW YORK SEP 1971 N.Y.

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MAINT

M. P.

LOT

SED

Steven J. Healy
15 Bronxville Rd.
Yonkers, N.Y. 10708

Association

RETURN TO SENDER

UNDELIVERABLE AS ADDRESSED

NEW YORK AUG 1971 N.Y.

O.S. same

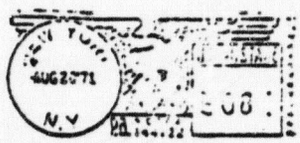
NTENT

I. M. P.

LOT

OSED

CLAUDE MOUNCE
2720 BROSBIN ST
JAMAICA NY 11435



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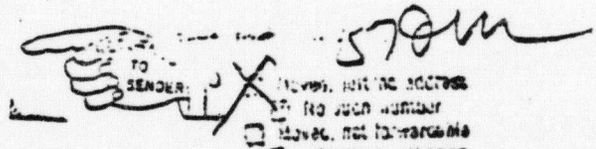
B.D.
O.S.

ANT
M.P.
OT
SED

ROBERT O CUNNINGHAM
~~SOC SECURITY NO~~
GNDS
Edmonds WASH 98020
~~Not at this address~~

Association



☐ Moved, left no address
☐ No such number
☐ Moved, not forwardable
☐ Addressee unknown

O.S. Same

RTMNT
M.M.P.
LOT
OSED

GEORGE A WELLER
138 N COLUMBUS AVE
MT VERNON N Y 10553

Mitchell Clue - RT 188
Oxford, CT. 06483

LESTER B. COLE
119 SKUNK LANE
WILTON, CT. 06897

→ Return To Sender!

Duplicate mail correctly addressed To Joseph E. Simone has been received at this address.

MITCHEL CHERE
LESTER B COLE
1185 WOOD AVE
BRIDGEPORT CONN 06604

[illegible] must at

BY HAND

September 21, 1971

American Arb itration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson or
Mr. Sam Tanenbaum, Election
Department

Gentlemen:

This office has contacted the Chairman of the IOMM&P Election Ballot Committee, Captain Robert H. Nelson. You are hereby authorized to mail out the IOMM&P 1971 Election Ballot.

Captain Nelson will verify the above with your office, by phone.

Very truly yours,

Thomas F. O'Callaghan
International President

TOC:vw

cc: Captain R. H. Nelson

September 21, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson or
Mr. Sam Tannenbaum, Election
Department

Gentlemen:

This will authorize you to release the membership list of former Local 90 to the American Arbitration Association representative in San Francisco, for the purpose of conducting a ballot in that area.

Kindly retrieve the cost of the listing you furnish the San Francisco representative and replace said listing for use by your office.

Very truly yours,

Thomas F. O'Callaghan
International President

TOC:vw

cc: Captain Orion A. Larson, San Francisco

September 23, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

The following member is one of those for whom we had no address when the Constitutional amendments ballot was mailed. We have been notified today as to his address. He formerly belonged to ex-Local 38, New York.

Robert L. Clark
1721 Church Street
Galveston, Texas 77550

Please add his name to the ballot mailing list.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

September 23, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson

Gentlemen:

Please add the following new members to Local #18 (Inland) to receive ballots:

Rolf Dorff, 1220 West 26th Street, San Pedro, Cal. 90731

Harry D. Peach, 3620 Country Club Drive, Long Beach, Calif 90807

Louie Provatas, 803 West 226th Street, Torrance, Calif 90503

James B. Patterson, 3636 Garnet #2, Torrance, Calif 90503

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

a. ierican
arbitration
association

520 WITHERSPOON BUILDING • WALNUT & JUNIPER STREETS • PHILADELPHIA, PA. 19107
(AREA CODE 215) PENNYPACKER 5-9330
KINGSLEY 6-3232

948a

ARTHUR R. MEHR
REGIONAL DIRECTOR

September 30, 1971

RE: Election No. 13 50 0038 71
International Organization of
Masters, Mates & Pilot

International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

Wirth, Strahler & Son Printers
106 S. Frederick Street
Baltimore, Maryland

Dear Sirs:

Attached herewith please find copies of the Certification of the Results in the above entitled matter.

Very truly yours,

Earl N. Helfand

ENH:tw
Encls.

AMERICAN ARBITRATION ASSOCIATION, ADMINISTRATOR

In the Matter of INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS ELECTION NO. 13 50 0038 71	CERTIFICATION OF RESULTS

This is to certify that the undersigned appeared on September 23, 1971 at the offices of Wirth, Strahler & Son Printers, 106 S.Frederick Street, Baltimore, Maryland and observed the destruction of all plates, negatives and letter press type pertaining to the official ballot of the International Organization of Masters, Mates and Pilots for the Election for the year 1971.

EARL N. HELFAND

DATED: SEPTEMBER 30, 1971

October 14, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 East 51st Street
New York, New York

Dear Mrs. Carlson:

Please send ballots to the names on the attached list, whose names did not appear on the sheet in Pilot Local No. 100 submitted for the initial mailing of the ballots.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

International Organization of Masters, Mates & Pilots

[redacted] PILOTS LOCAL No. 1-080

951a

[redacted] Washington, D. C. 20006 Telephone Area Code 202 [redacted]

New Orleans, La.
October 11, 1971

Captain Robert J. Lowen
International Secretary-Treasurer
International Organization MMP
39 Broadway
New York, New York 10006

Dear Bob.

It has been called to my attention that thirteen members of the Crescent River Port Pilots' Association had not received their MMP election ballots as of October 9th. These men as listed below have been members of the MMP since becoming pilots June 1, 1970.

lancq, R.H.	802 Kathy St.	Gretna,La.	70053	433-40-7661
ramond, G.P., Jr.	205 Pike St.	Gretna,La.	70053	438-34-8978
rubbs, D.J.	1040 Wilson Drive	N.O., La.	70119	439-60-2660
uber, G.E.	513 Huntlee Drive	N.O., La.	70114	438-64-6357
line, A.F.	401 20th St., Apt. 15	Gretna,La.	70053	436-58-1001
urley,H.H., Jr.	816 Guardian Avenue	Gretna,La.	70053	436-66-1804
hort, D.J.	3920 Mimosa Drive	N.O., La.	70114	437-58-3004
hort, M.W.	6033 Wales St.	N.O., La.	70126	438-64-7615
mith, H.W.	4434 Fiesta St.	N.O., La.	70114	420-34-8003
tegen, A.H.	6609 Wilty St.	Metairie,La.	70003	439-42-0441
inson, R.B.	405 Delaronde St.	N.O., La.	70114	434-66-2806
gt, P.S.,Jr.	1116 Pauline St.	N.O., La.	70117	426-72-9218
inston, J.D.	1600 Yale Ave.	Metairie,La.	70003	438-56-4101

Also, a member of the New Orleans-Baton Rouge SS Pilots' Association has stated that he did not receive a ballot, namely:

eichert,R.H.,Jr.	1319 Prentiss Ave.	N.O., La.	70122	435-30-4916

Thanking you for taking care of this matter, I am

Fraternally,

S. K. Spyada

cc: HS
AAA

american arbitration association

140 WEST 51st STREET • NEW YORK, N.Y. 10020
(AREA CODE 212) 582-6620

952a

November 9, 1971

officers

HOWARD M. HOLTZMANN
Chairman of the Board

C. JAY PARKINSON
Chairman, Executive Committee

J. VICTOR HERD
DAVID W. PECK
Past Chairmen

FLOYD W. JEFFERSON
Vice Chairman of the Board

HENRY A. LOEB
Treasurer

DONALD B. STRAUS
President

ROBERT COULSON
Executive Vice President

GERALD AKSEN
General Counsel

Vice Presidents

JOSEPH S. MURPHY
JOHN P. E. BROWN
MORRIS STONE
EDWIN W. DIPPOLD
WILLOUGHBY ABNER

committee chairmen

WHITNEY NORTH SEYMOUR
Arbitration Law

HENRY CLIFTON, JR.
Arbitration Practice

BRUCE F. SMITH
Budget

DAVID L. COLE
Panels

E. NOBLES LOWE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNECHT
Construction Industry

Marvin Schwartz, Esq.
243 Waverly Place
New York, New York 10014

Dear Mr. Schwartz:

RE: Election 13 50 38 71
International Organization of
Masters, Mates and Pilots

This will confirm our telephone conversation of November 8 with yourauthorizing the American Arbitration Association to mail the campaign literature referred to our offiee by Captain Lloyd Sheldon, one of the candidates for president in the pending election being administered for the International Organization of Masters Mates and Pilots. We will comply with this request and bill the union for this service.

This will further confirm our request for a $10,000 advance to enable us to make payments for work already undertaken and postage and for future dispersements as they arise. Enclosed you will find an invoice for this amount.

Will you kindly acknowledge receipt by signing and returning to us the attached carbon of this letter.

Very sincerely, yours,

Margaret Carlson
Election Director

MC:aap
Enclosure

November 11, 1971

American Arbitration Association, Inc.
140 West 51st Street
New York, New York 10020

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Enclosed please find our check #14073 for $10,000.00 covering advance deposit towards personnel, postage and other disbursements as per your invoice #86718 of November 9, 1971.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

cc: H. Seidman, Comptroller
M. Schwartz, Esq.

November 16, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

In reviewing our records we find that the following Offshore Division members appeared on the "NO PORT" list submitted to your office and, in some cases also appeared on individual port lists and, in other cases, were not listed on port lists where they belonged in lieu of "No Port" status:

Member as listed on "NO PORT" list	Also appeared on following Port List	Belonged to following Port in lieu of "No Port"
Albatys, E. J.	Single entry on last page	New York
Anderson, Carl W.		New York
Carman, S. A.		New Orleans
Clinkscales, Andreas J.		New York
Craig, William D.	Baltimore	
Dohrman, Edward R.	New York	
Frasea, James D.	New York (as James P. Fraser)	
Goddard, D. S.	Mobile	
Hargrave, Michael K.	West Coast	
Hendrickson, Melvin H.	West Coast	
Hoffman, Robert M.	Mobile (on "No Port" 3 times)	
Kelly, Paul W.	Philadelphia	
Kosmer, Robert		New York
Kowal, John		Philadelphia
Neel, Ralph O.		New Orleans
Pozmus, John C.	Philadelphia	
Skulstad, Otto A.		New York
Slavin, Philip M.	New York	
Smith, Roladd L.	New York	
Smith, W. F.		New York
Snyder, Richard P.	Norfolk	
Speaks, Hiram	Norfolk	
Stuart, A.		Baltimore
Stupski, George T.		Jacksonville
Trahan, Scott B.	New York	
Williams, Harold L.		New Orle
Ware, John		Mobile
Farago, George		New Yr

Our records also indicate that the following applicants appeared on the "NO PORT" list but, as applicants, do not have the privilege of voting and should not have received ballots: *

** Armstrong, Allen E.
** Boudreau, Leo A.
Brady, James E.
Bresg, Walter
Compton, William Franklin
Creighton, Richard L.
De Carualo, Anthony
Hess (III), Wayne. R.
Holcombe, Maurice E.
Holling (Jr.), George A.
Johannessen, Ornulf D.
Kesicke, Kenneth F.
Pierce, Mark R.
Renfro, John S.
Richer, Robert D.
Saldutti, James R.
Smith (Jr.), Gerald F.
Takashige, Masato
Breese, William
Burkle, Richard C.
England, Thomas F.
Myers, John Michael
Pepin, Beverly R.
Saliaris, Stylands A.
Schneider (Jr.), George R.
Soderback, Wesley C.
White (Jr.), Edward F.
Wiemers, William F.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

---

* This list of applicants was furnished your office in August 1971 so that no ballots would be sent to those listed.

** Leo A. Boudreau is an applicant whose name did not appear on the list furnished your office in August 1971. He is not privileged to vote.

APPLICANT NAMES - NOT TO RECEIVE BALLOTS (These are in the No Port or International listing of the OFFSHORE DIVISION LIST)

ARMSTRONG, ALLEN E.
BRADY, JAMES E.
BURKLE, RICHARD C.
COMPTON, FRANKLIN
CREIGHTON, RICHARD L.
DE CARUALHO, ANTHONY C.
ENGLAND, THOMAS FRANK
HESS, WAYNE R.
HOLCOMBE, MAURICE F.
HOLLING, GEORGE M.
JOHANNESSEN, ORNULF ODIN
KESICKE, KENNETH F.
MYERS, JOHN MICHAEL
PEPIN, BEVERLEY R.
PIERCE, MARK R.
RENFRO, JOHN J.
RICKER, ROBERT D.
SCHNEIDER, GEORGE R.
SMITH, GERALD S.
SALDOTTI, JAMES R.
SALIARIS, STXALIANOS A.
SODERBACH, WESLEY C.
STOUGHTON, EDMUND H.
TAKASHIGE, MASATO
WIEMERS, WILLIAM F.
WHITE, EDWARD F. JR.
MIMRM
BRESG, WALTER

November 17, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Enclosed please find copy of November 10th letter from Captain Joseph A. Stanbby re D. S. Goddard/McKeithen Gillett on the Mobile Offshore Division list.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

BRANCH:
TAMPA, FLORIDA 33602
103 S. Franklin St.
Telephone 223-3818

After Office Hours 229-1915

J. A. STANLEY, Representative

International Organization
Masters, Mates and Pilots
(Affiliated with A. F. L. - C. I. O.)
Local No. 4

HEADQUARTERS:
MOBILE, ALABAMA 36601
P. O. Box 1986
Telephones: 432-1294 & 433-4667
Answering Service 432-1294

P. L. MITCHELL, President
438-5360

November 10, 1971

Harry Seidman, Comptroller
I.O.M.M.& P.
39 Broadway
New York, N. Y. 10006

Dear Harry:

As per our phone conversation concerning McKeithen Gillett, ex local 4 member, social security number 248-07-4125, who was apparently listed incorrectly from the Mobile Office as D. S. Goddard, should be changed to read correctly as McKeithen Gillett instead of D. C. Goddard who is listed in your IBM Financial Status Report. Please change your records and have McKeithen Gillett properly recorded.

Enclosed you will find a copy of receipts dating through December 31, 1971 as being paid up. If there are any other questions concerning Mr. Gillett's proper entry please call or write and I will be happy to accomodate.

Sincerely,

Joseph A. Stanley

Joseph A. Stanley

P.S. Please change McKeithen Gillett's address to read: 1405 Northwest 38th Street, Gainesville, Florida, 32601.

November 17, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Enclosed please find list of twelve names on the Norfolk Offshore Division Membership List who should be placed on the Norfolk Inland List.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

PERSONS ON NORFOLK OFFSHORE DIVISION MEMBERSHIP LIST WHO SHOULD BE PLACED ON

NORFOLK INLAND LIST

Brown, Charlie R.
SS. # 036-12-0897

Burford, Gordon T.
SS. #579-10-7351

Cramer, W. O.
SS. 086-16-9058

Fiddy, W. J.
SS. 020-12-9835

Gray, Osbourne
SS. #006-05-4591

Handran, John E.
SS. #087-12-9963

Hudgins, Colie W.
SS. #218-03-4274

Parker, Dallas
SS. #228-12-5900

Bennken, John W.
SS. #086-16-6709

Hopper, Hal A.
SS. #228-09-9516

Marchant, L. T.
SS. #095-12-0572

Tenney, John B.
SS. #230-22-4266

961a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION

MORRIS WEINSTEIN
PORT AGENT

November 17, 1971

Capt. R. J. Lowen, Sec'y.-Treas.
Intl. Org. Masters, Mates & Pilots
39 Broadway
New York, New York 10006

Dear Sir & Bro.:

In further reference to your telegram of November 15, 1971 regarding additions to the Inland Membership List and our letter to you of November 16, 1971 in reply, we have today been advised by the Association of Maryland Pilots to add two of their members to our rolls.

Therefore, we request that you place the following names on our list of INLAND DIVISION MEMBERS:-

Robert D. DuBois - SS. No. 218-42-4965
8 St. Elmo Court
Cockeysville, Md. 21030

James R. Mead - S. S. No. 218-44-8699
613 Worcester Road
Baltimore, Md. 21204.

Fraternally yours,

C. M. Snow

C. M. Snow
Executive Assistant Port Agent

CMS:vm

OPEIU-2 (afl-cio)

1035 E. BALTIMORE ST. • BALTIMORE, MD. 21202 • (301) 732-6853

November 18, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Please add the names listed in the attached copy of letter dated November 17th to the Baltimore Inland list to receive ballots.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

November 17, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Enclosed please find letter dated November 15th indicating that certain persons on the Baltimore Offshore Division Membership List should be removed from said list and placed on the Inland Baltimore list.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

INTERNATIONAL O[illegible]ANIZATION OF MASTERS, [illegible]ATES AND PILOTS 964a

OFFSHORE DIVISION

MORRIS WEINSTEIN
PORT AGENT

November 15, 1971

Mr. Harry Seidman, Comptroller
Intl. Org. Masters, Mates & Pilots
39 Broadway
New York, New York 10006

Dear Mr. Seidman:

Please be advised that the following members of the INLAND DIVISION in the Port of Baltimore, Maryland are on the Offshore Division Membership List and should be removed from said list:-

Durbin, Francis W. - S.S. No. 031-03-4394

Fisher, Gunnar - S.S. No. 114-05-5526

Folk, Ralph L. - S.S. No. 218-07-5631

Parker, Thomas F. - S.S. No. 577-20-0108

Stone, Robert C. - S.S. No. 551-12-0870.

Please transfer the names of the above to your Inland Division Membership List.

Yours very truly,

C M Snow

C. M. Snow, Exec. Asst. Port Agent

CMS:vm

OPEIU-2 (afl-cio)

1035 E. BALTIMORE ST. • BALTIMORE, MD. 21202 • (301) 732-6853

November 18, 1971

American Arbitration Association
140 West 51st Street
New York, New York

att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Please change the membership list records in accordance with the enclosed November 17th, 1971 letter concerning Thomas F. Parker.

Very truly yours,

Captain Robert J. Lowe
International Secretary-Treasurer

RJL:vw
enc.

966a

November 17, 1971

Mr. Harry Seidman, Comptroller
Intl. Org. Masters, Mates & Pilots
39 Broadway
New York, New York 10006

Dear Mr. Seidman:

Please refer to our letter of November 15, 1971 in which we requested that the name of Thomas F. Parker, Soc. Sec. No. 577-20-0108 be removed from the Offshore Division Membership List.

This was an error on our part and we request that Bro. Parker remain on the Offshore Division List.

Yours very truly,

C. M. Snow, Exec. Asst. Port Agent

CMS:vm

OPEIU-2 (afl-cio)

1035 E. BALTIMORE ST. • BALTIMORE, MD. 21202 • (301) 732-6853

967a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION

FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

November 22, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

The persons listed on the attached sheet, who were members of the former Locals as noted thereon, were technically suspended for non-payment of dues (SNPD) at the time of the mailing of the Constitutional Amendments ballot. Due to administrative computer failures, ballots were mailed to the individuals and notices were not sent out to the port offices advising that these members had been suspended.

Subsequent to the mailing of the ballot, these individuals made dues payments which were accepted by various ports which, due to the failure of our own administrative procedures, required their continuance as members of the Offshore Division.

For your ready convenience and for that of the International Ballot Committee, we list the members' names, their former ports of record, and the dates upon which they reinstated themselves in good standing by virtue of making the necessary payments. The question as to whether their ballots shall be counted or not will undoubtedly be determined with the information provided herein.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

cc: International Ballot Committee
Marvin Schwartz, Esq.

INDIVIDUALS WHO, BECAUSE OF ADMINISTRATIVE COMPUTER FAILURES, REINSTATED THEIR MEMBERSHIP AFTER THE MAILING OF THE BALLOTS

Port	Name	Date of Payment
Boston	Bill, F. G.	11/12/71
New York	Bosnich, Mike	8/30/71
	Brattain, Charles	10/1/71
	Campbell, Howard L.	9/16/71
	Cheney, William	9/21/71
	Dobbins, Norris V.	7/19/71
	Forrest, L. E.	9/29/71
	Frias, James	8/9/71
	Gawronski, Wm.	9/30/71
	Hansen, Magnus	10/19/71
	Knox-Dick, H. C.	9/7/71
	Lener, Helmuth	7/26/71
	Lomoriello, Luigi	10/15/71
	Meyler, Francis	8/24/71
	Nowlan, C. E.	9/14/71
	Velez, Pedro	11/15/71
	Watson, W. C.	10/7/71
Philadelphia	Bishop, Edward	9/24/71
	McIntyre, John J.	8/2/71
	Petruncio, Peter	11/1/71
Baltimore	Leonard, Richard	7/23/71
	Martin, William	9/7/71
	Newbanks, Dennis	7/22/71
Norfolk	Bramble, Richard	8/3/71
	Friedman, Leslie	8/23/71
Jacksonvle	Fahrner, Willard F.	7/21/71
	Taylor, Norman	8/5/71
Mobile	Currier, Jr. Richard C.	9/27/71
	Galloway, Gaden	7/20/71
	Stanley, Louis	7/28/71
New Orleans	Conti, Richard	7/28/71
	Fahkry, Mustafa I	7/21/71
	McCollum, Henry G.	8/18/71
	Schmitt, Fred C.	8/10/71
	* Leon, J. E.	11/2/71
Galveston	Wagner, Robert F.	8/30/71
	* Farrell, E.	10/23/71
San Francisco	Dickson, Philip W.	8/3/71
	Philpott, N.	8/2/71
	* Betts, Phil	9/17/71

*Place in alphabetical order

November 22, 1971

American Arbitration Association
140 West 51st Street
New York, New York

att: Mrs. Margaret Carlson
Election Department

Gentlemen:

The enclosed copy of wire from Inland Local 30 lists the new members of that Local since the mailing of the ballots.

Fraternally yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

970a

ZCZC JBA042 VIA ITT XRI193

UIJB CN UINY

FT0094 0BA389 C0B532 CTR092

UINY HL PZCL 054

CRISTOALCZ 54/50 20 0819 VIA ITT

LT

CAPTAIN ROBERT LOWEN

SECRETARY TREASURER

I.O.M.M. AND P

39 BROADWAY

NEWYORK

REQUESTED INFO NEW MEMBERS FOLLOWS ROBERTS COLLIS

CARD NO 212 SS NO 028-26-5470 P.O BOX 1714

CRISTOBAL CANAL ZONE JOHN FENNELL CARD NO 213

SS NO 057-32-3435 P.9. BOX 26 GATUN CANAL ZONE

J.R. WILLIAMS

SECRETARY LOCAL 30

COL 39 212 028-26-5470 1714 213 057-32-3435 26 30

NNNN

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION
FOUNDED 188[illegible]

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8506

Cables: BRIDGEDECK

November 22, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

In checking the list of members who were to receive ballots, which list was furnished the American Arbitration Association for that purpose, we note that the persons listed on the attached sheets should not have received ballots for the reasons listed or, in some cases (indicated by question mark in comment column) there remains a question as to whether or not the ballot may be counted.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

cc: Marvin Schwartz, Esq. ✓
Ballot Committee

PORT	NAME	SOCIAL SECURITY	REASON/DATE FOR DISQUALIFICATION	COMMENTS
Boston	Brady, J. A.	549-24-4134	Vol. Resigned 6/30/71	
	Daley, W. J.	549-24-4581	Deceased 9/13/71	?
	Mosher, A. B.	015-24-7551	Pensioned NPD-7/1/70	
	Ryan, J.	027-16-0106	Pensioned NDP-11/1/70	
	Serio, S.	015-12-1318	Pensioned NDP-1/1/71	
Providence	Healy, Weston	100-12-6310	Deceased 10/26/70	
	Sullivan, Wesley	035-16-6216	Pensioned NDP - 12/31/70	
New York	Anderson, Axel A.	078-07-9682	Vol. Resigned 3/31/71	
	Aubert, Norman D.	125-18-4242	Deceased 6/24/71	
	Bordelon, Jas. C.	577-58-3859	Deceased 6/14/71	
	Brown, Richard A.	416-30-7333	Vol. Resigned 3/3/71	
	Brown, Wm. J.	311-24-9904	Deceased 3/28/71	
	Bryant, Lucius W.	150-12-3892	Pensioned 2/01/71 NDP	
	Bullen, Godfrey S.	062-09-5105	Deceased 7/27/71	
	Clayton, Edw. B.	180-18-4725	Deceased 6/10/71	
	Coffey, Wm.	063-12-0111	Vol. Resigned 6/30/71	
	Colding, Svend C.	096-18-2219	Pensioned NDP 12/01/70	
	Crane, David C.	149-01-9152	Pensioned NDP 1/1/71	
	Elmore, Jr., D.J.	203-16-4429	Vol. Resigned 3/31/71	
	Garulo, Anthony	014-22-2150	Pensioned NDP 7/1/70	
	Gercken, A. R.	021-12-6816	Vol. Resigned 3/29/71	
	Hirschey, Arthur	067-18-8065	Deceased 10/10/71	?
	Hoie, Osmund	115-03-7285	Pensioned NDP 10/1/70	
	Hollyer, Daniel	087-12-9063	Vol. Resigned 3/1/71	
	Jeremic, Kosta	377-32-6030	Deceased 4/21/71	
	Johnson, Christian	112-01-8764	Vol. Resigned 3/31/71	
	Knudsen, T. J.	055-24-6790	Deceased 7/16/71	
	Korotky, Sam L.	018-18-6961	Pensioned NDP 8/01/70	
	Lignos, Spiro	418-34-3525	Deceased 1/25/71	
	O'Rourke, Bernard T.	078-18-9385	Deceased 7/19/71	
	Osborne, Harry	451-24-4673	Vol. Resigned 6/30/71	
	Owen, Oscar	055-16-4058	Vol. Resigned 3/31/71	
	Rapp, Victor J.	124-38-2305	Vol. Resigned 6/30/71	
	Rutherford, Geo.	576-12-2236	Deceased 5/26/71	
	Sietz, Karl	096-16-9401	Vol. Resigned 3/29/71	
	Smith, Bazil W.	561-05-6223	Deceased 1/24-25/71	
	Svege, L. L.	123-14-9877	Deceased 6/30/70	
	Trindade, E. J.	006-16-0656	Vol. Resigned 3/9/71	
	Van Palland, J.B.	080-20-7509	Deceased 9/14/71	?
	Vonnerod, Hans A.	065-18-9729	Vol. Resigned 3/18/71	
	Waschkowsky, W. F.	566-10-4732	Deceased 11/8/71	?
	Work, Charles V.	281-38-1220	Vol. Resigned 6/30/71	
	*Boetman, Emile	056-18-8976	Pensioned 10/1/70-NDP	
	*Campell, Donald	052-12-6358	Pensioned 8/1/70-NDP	
	*McGraw, Boyd	083-16-6711	Deceased 5/12/71	
	*Sheetz, Donald J.	332-36-4051	Vol. Res 6/29/71	
Philadelphia	Allman, Paul J.	106-18-8536	Deceased 2/01/71	
	Bryant, Calvin S.	241-22-1521	Deceased 6/22/71	
	Keane, H.	122-16-7781	Deceased 4/27/71	
	Lambert, Francis	198-05-4000	Vol. Resigned 6/30/71	
	Newton, Robert	190-16-8186	Deceased 12/22/70	
	Ohberg, Erik	146-34-6820	Vol. Resigned 10/07/71	
	Smith, Gary O.	102-36-5519	Vol. Resigned 9/22/71	?
	Thorsen, Alf D.	262-74-6513	Deceased 3/02/71	
	Toomey, Richard	087-12-9294	Deceased 5/6/71	
	*Batey, S. H.	300-07-5014	Deceased 2/11/71	

PORT	NAME	SOCIAL SECURITY	REASON/DATE FOR DISQUALIFICATION	COMMENTS
Baltimore	Frisius, Charles E.	576-16-9577	Deceased 1/01/71	
	Hogan, Edw. T.	546-60-0837	Transfer to Ia 30 12/31/70	
	Pearson, G. B.	265-22-6292	Deceased 5/31/71	
	Perez, Henry	433-24-5369	Deceased 6/12/71	
	Stripling, L. A.	260-20-2734	Deceased 9/27/71	?
	Trautmiller, R.W.	474-16-3169	Pensioned 6/1/71	? Deceased 11/11/71
	Walsh, Stanley J	005-12-6659	Deceased 10/23/71	?
	Welch, Leo Jr.	020-30-5135	Deceased 10/19/71	?
Norfolk	Gaskins, Floyd	143-18-5764	Vol. Resigned 6/30/71	
	Hopper, Hal A.	228-09-9516	Deceased 6/02/71	
	Marchant, Levi T.	095-12-0572	Transf'd to Inland 1/1/71	
	Purcell, Thomas E.	008-05-5833	Vol. Resigned 4/01/71	
	Tenney, John B.	230-22-4266	Pensioned NDP 7/01/71	
	Twiddy, W. C.	227-14-7750	Vol. Resigned 3/31/71	
Jacksonville	Orton, Frank O.	498-07-4918	Vol. Resigned 1/1/71	
	Rose, Joseph D.	082-16-7008	Pensioned NDP 1/01/71	
	Steidel, Rolf	091-14-2400	Vol. Resigned 9/30/71	?
	Tollman, Gerald P.	141-16-7144	Pensioned NDP 4/1/71	
Mobile	Beam, Russell, L	256-26-6025	Deceased 3/01/71	
	Beasley, Lacy L.	178-16-8663	Deceased 3/27/71	
	Bjorklund, Marlow C.	470-26-0548	Deceased 5/29/71	
	Fitzpatrick, John D	198-10-9724	Deceased 7/30/71	
New Orleans	Andrus, John D.	460-10-5308	Deceased 4/4/71	
	Bourgot, Jerome	421-18-8896	Vol. Resigned 6/30/71	
	Cavanah, Wiley B.	435-16-4693	Vol. Resigned 6/30/71	
	Classick, Francis J.	433-07-0960	Vol. Resigned 3/31/71	
	Davin, Benjamin G.	017-20-9187	Vol. Resigned 7/1/71	
	Dorn, Clarence C.	495-12-3551	Vol. Resigned 6/30/71	
	Hemmersbach, J. M.	435-22-2547	Deceased 7/17/71	
	Jackson, Jos. E.	437-07-4262	Deceased 5/3/71	
	Kelly, John J.	433-24-9253	Vol. Resigned 9/30/71	?
	Kristensen, Michael	435-14-3525	Deceased 3/5/71	
	LeBlanc, Calvin A.	438-20-7005	Deceased 7/7/71	
	Marcinecik, Frank	451-22-6374	Vol. Resigned 6/30/71	
	Melichar, Glenn H.	083-14-0135	Deceased 7/25/71	
	Olin, William E.	094-16-2237	Pensioned NDP 12/31/70	
	Rose, Harris H.	417-28-0562	Vol. Resigned 6/30/71	
	Shirley, Wiley S.	451-22-6410	Vol. Resigned 2/01/71	
	Sollid, John	438-36-6392	Vol. Resigned 3/31/71	
	Stunts,Jr., Frank	434-14-9557	Vol. Resigned 6/01/71	

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PORT	NAME	SOCIAL SECURITY	REASON/DATE FOR DISQUALIFICATION	COMMENTS
Galveston	Anderson, Henry O.	534-14-0935	Deceased 4/27/71	
	Dillard, Bee A.	559-01-7220	Vol. Resigned 6/30/71	
	Dimech, Jos. D.	557-07-2540	Vol. Resigned 9/30/71	?
	Fourcade, Peter J.	439-90-3680	Vol. Resigned 6/30/71	
	Holland, David A.	700-07-5998	Vol. Resigned 9/30/71	?
	Lawrence, Frank W.	190-16-2108	Vol. Resigned 6/30/71	
	Lehner, Frank E.	105-09-0752	Vol. Resigned 3/30/71	
	Lisi, John T.	158-12-9530	Vol. Resigned 6/30/71	
	Lorentzen, G.	454-42-9946	Vol. Resigned 4/1/71	
	Payne, Samuel J.	559-14-3207	Vol. Resigned 6/30/71	
	Rosenquist, Igor A.	561-05-2608	Decesed 3/22/71	
	Stanowski, Stan J.	179-05-1807	Vol. Resigned 4/1/71	
	Witty, Charles E.	456-26-8239	Deceased 10/20/70	
San Francisco	Achimore, Alex P.	092-12-5677	Deceased 8/18/71	?
	Alcorn, Cowin	532-03-0632	Vol. Resigned 4/01/71	
	Ayra, Kalervo	535-28-0792	Vol. Resigned 6/30/71	
	Barnhart, C. W.	535-07-3374	Vol. Resigned 7/?/71	
	Berg, Harold N.	531-16-0340	Deceased 9/19/71	?
	Bready, Wm.	572-22-2401	Vol. Resigned 9/30/71	?
	Brett, Daniel A.	552-32-3268	Deceased 3/4/71	
	Cahling, C.	554-20-1984	Vol. Resigned 7/1/71	
	Chamberlain, Reblo C.	568-20-8966	Vol. Resigned 9/30/71	?
	Clute, William T.	085-16-9043	Vol. Resigned 9/1/71	?
	Cunningham, Feli./ M.	555-18-9008	Deceased 7/22/71	
	Daly, Charles W.	549-24-8259	Pensioned NDP-7/1/71	
	Davis, Harold	553-20-5249	Vol. Resigned 4/1/71	
	Davis, Jack C.	554-09-4758	Vol. Resigned 9/30/71	?
	.reyer, Hans	558-03-3972	Vol. Resigned 7/1/71	
	Engberg, Ellis R.	535-03-7630	Vol. Resigned 7/1/71	
	Fruehan, Edw. C.	552-28-7674	Vol. Resigned 4/1/71 (Pensd)	
	Gertridge, C.	551-28-0963	Vol. Resigned 9/30/71	?
	Goodwin, Charles N.	537-01-2565	Vol. Resigned 4/1/71	
	Green, Joseph K.	540-22-9686	Vol. Resigned 9/30/71	?
	Greenup, E. W.	551-26-9664	Deceased 5/13/71	
	Guthrie, James D.	572-46-0799	Pensioned NDP 1/1/71	
	Harris, John W.	545-18-6342	Deceased 8/15/71	
	Haskell, Geo E.	551-26-9471	Vol. Resigned 6/30/71	
	Hillert, Walter	567-07-1299	Deceased 4/22/71	
	Hoyne, John M	548-52-7918	Trans'd to Inland 2/22/71	
	Idle, Howard C.	313-18-3479	Vol. Resigned 1/1/71	
	Jorgensen, K. H.	567-22-1082	Deceased 5/15/71	
	Kaulfuss, Ernest J.	086-14-6075	Vol. Resigned 10/1/71	?
	Lancaster, A. V.	534-10-9652	Vol. Resigned 6/30/71	
	Lane, Elroy	538-01-6381	Vol. Resigned 4/1/71	
	Laturnus, Lewis	535-32-4560	Deceased 2/25/71	
	Mackenzie, John A.	545-12-0178	Vol. Resigned 9/30/71	?
	Matthiesen, Hans D.	553-20-4595	Vol. Resigned 9/30/71	?
	McLarin, L.	264-09-6779	Deceased 8/20/71	?
	Miller, Lyno D.	566-01-0904	Vol. Resigned 4/1/71	
	Nickelsen, Colin	420-18-5637	Vol. Resigned 4/1/71	
	Nielsen, Henry J.	571-03-8639	Deceased 5/14/71	
	Nielsen, Knud A.	014-16-1874	Vol. Resigned 4/1/71	
	Nilsen, Reidar B.	546-10-9231	Vol Resigned 4/1/71	
	Noble, Elwood,	565-03-0071	Vol. Resigned 4/1/71	

(San Francisco continued next page)

PORT	NAME	SOCIAL SECURITY	REASON/DATE FOR DISQUALIFICATION	COMMENTS
an Francisco (continued)	Perkins, B. M	556-16-9135	Deceased 6/17/71	
	Peterson, Al W.	566-07-1849	Vol. Resigned 6/30/71	
	Peterson, Robert S.	059-03-8706	Vol. Resigned 7/1/71	
	Phillips, Paul R.	532-14-1406	Vol. Resigned 9/30/71	?
	Reddy, Stuart J.	560-09-0677	Pensioned NDP 1/01/71	
	Roeben, Ernst K	551-26-8891	Vol. Resigned 6/30/71	
	Simonsen, P. C.	438-14-7067	Vol. Resigned 1/1/71	
	Stoll, John F.	559-22-7358	Deceased 2/7-8/71	
	Sweetser, Robert W.	556-26-1996	Pensioned NDP-11/01/70	
	Tenlen, Alf H	532-28-9051	Vol. Resigned 9/30/71	?
	Thomas, Samuel M.	537-05-5394	Deceased 5/17/71	
	Trauger, Earl L.	434-12-4555	Vol. Resigned 7/1/71	
	Tobin, Ray R.	534-14-5234	Deceased 7/6/71	
	Webb, Robert F.	542-09-3472	Vol. Resigned 4/1/71	
	Williams, Ralph D.	541-26-1662	Deceased 1/24/71	
	Wold, Odd A.	326-09-0371	Vol. Resigned 6/30/71	
	Zingler, Rolf L	556-26-1227	Deceased 2/19/71	
	* Froyland, Martin	553-20-5993	Deceased 7/21/71	

*Place in alphabetical order

BY HAND

November 23, 1971

American Arbitration Association
140 West 51st Street
New York, New York

att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Enclosed please find list of new members for Inland Locals 6, 17, 18 and 40.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

cc: H. Seidman, Comptroller

Branch #40

555 64 6153
Dring, Alan J.
Pier 3
San Franciscio, Ca. 94111

549 24 7648
Edwards, Thomas E.
237 Bishop AVe.
Richmond, Ca. 94801

539 34 0494
Hurn, Dale S.
P.O. Box 383
Irrigon, Or. 97844

549 24 4053
Long, Kenneth E.
P.O. Box 100
West Point, Ca. 95255

540 38 0448
Smith, C.W.
1704 Roberts Street
The Dalles, Or. 97058

540 30 1610
Vanover, Henry
822 High Street
Stockton, Ca. 95207

Branch #18

489 16 0801
Browne, Richard D.
407 Vineland Drive
Orcutt, Ca. 93454

537 14 9829
Maloney, Leo E.
1203 W. 23rd Street
San Pedro, Ca. 90731

561 10 8287
Nelmes, N. A.
246 Parsons Ave.
Ventura, Ca. 93003

Branch #17

259 03 9299
Billings, Goe. T.
839 S.W. 2nd Street
Newport, Or. 97356

518 20 8827
Brown, Frank E.
Box 311
Warrenton, Or. 97416

556 26 0046
Dawson, John H.
4315 N.E. 63rd
Portland, Or. 97218

528 56 2392
Dean, Francis L.
No Address

543 18 1088
Fleming, Chas. A.
154 Michael Ave.
St. Helens, Or.

541 07 6219
Freeland, Clifford J.
2095 N. 12th
Coos Bay, Or. 97420

534 34 7966
Gardner, Robt. T.
General Delivery
Coos Bay, Or. 97420

532 07 9325
Herron, James R.
Box 654
Castle Rock, Wa.

541 30 0749
Johnson, Keith H.
7549 N. Fenwick
Portland, Or. 97217

516 03 6663
Kudzia, Edward
6617 N. Delware
Portland, Or. 97217

541 16 1897
Morgan, Jack F.
8017 N. Wabash
Portland, Or. 97217

544 05 1244
Morris, Frank A.
Rt. 2 Box 1115
Bandon, Or. 97411

542 48 2654
Ringering, Raymond D.
6800 N. Villamette
Portland, Or. 97203

541 09 2760
Roy, Clayton W.
P.O. Box 132
Garibaldi, Or. 97118

Branch #6

541 09 0559
Allan, Donald K.
400 W. 10th
The Dalles, Or. 97058

531 14 6839
Beachum, Walter C.
2649 E. 17th
Bremerton, Wa. 98210

537 42 0052
Bock, Wm. A.
5705 S.W. Spokane St.
Seattle, Wa. 98116

537 34 5626
Branchflower, Ed. D.
401 E. 26th
Tacoma,. Wa. 98401

518 01 8536
Brown, Wm. F.
Rt. 1 Box 302-B-18
Olympia, Wa. 98501

531 09 1316
Burns, Ronald O.
2306 Colby #19
Everett, Wa. 98201

533 14 5484
Davis, Lynden K.
Box 112
Kingston, Wa. 98346

532 14 0463
Grandy, Henry C.
Rt. 8 Box 3276
Bainbridge Island, Wa. 98110

539 34 0494
Hurn, Dale S.
P.O. Box 383
Irrigon, Or. 97844

537 07 4846
Johnson, Carl E.
Box 312
Bainbridge, Island, Wa. 98110

531 20 0592
Johnson, Chas. L.
Rt. 3 Box 98
Snohomish, Wa. 98290

574 12 1063
Johnson, Ernest R.
P.O. Box 1041
Ketchikan, Alaska 99901

474 34 5633
Johnson, Robt. M.
605 Tower Road
Ketchikan, Ak. 99901

518 16 4388
Johnson, Robt. R.
4317 N. 32nd
Tacoma, Wa. 98407

539 48 4418
Johnson, Robert R.
4317 N. 32nd
Tacoma, Wa. 98407

533 24 5442
Johnson, Ronald V.
12621 Ruggs Lake Road
Everett, Wa. 98201

519 14 3688
Kibbie, Geo.
1512 3rd
Snohomish, Wa. 98290

558 05 2115
Langbehn, Fred H.
2022 N.W. 91st St.
Seattle, Wa. 98107

502 12 8631
Leer, Rolland T.
333 81st N.W.
Seattle, Wa. 98107

534 16 2554
McVicker, Ed J.
815 South 46th
Tacoma, Wa. 98408

537 14 5685
Morrison, Russells
P.O. Box 216
Concrete, Wa. 98237

533 32 9170
Murphy, Robt. W.
Rt. 1 Box 447
Poulsbo, Wa. 98370

575 16 2591
Nelson, Edwin M.
P.O. Box 761
Eatonville, Wa. 98328

538 22 9990
Rainey, Robt. L.
Rt. 2 Box 225
Clinton, Wa. 98236

543 28 1951
Redmond, James D.
1115 11th Ave.
Lewiston, Id. 83501

539 34 7262
Rye, Orville O.
P.O. Box 645
Bainbridge Isl, Wa. 98110

534 16 4109
Sabuco, J.
Box 574
Umattila, Or. 97882

531 32 0528
Sancrant, John W.
Myers Chuck
Alaska 99903

574 03 6204
See, Benjamin L.
12002 N. 137th
Seattle, Wa. 98133

540 52 2770
Servis, Jerome W.
1113 Manzanita Way
Vancouver, Wa. 98661

544 14 3036
Severy, Homer D.
P.O. Box 583
Florence, Or. 97439

470 44 7275
Sevland, Harald
P.O. Box 483
Kenai, Ak. 99611

540 38 0448
Smith, Walter C. Dup #40
1704 Roberts Street
The Dalles, Or. 97058

568 46 3667
Sorensen, Viggo
90 401 Alexander Blvd.
Tacoma, Wa. 98421

533 32 1079
Turner, Kenneth C.
Route 5 Box 55
Camano Isl., Wa. 98292

540 30 1610
Vanover, henry R.
822 Highmoor Street
Stockton, Ca. 95207

532 50 4997
Wesson, Leonard G.
1651 Chuckanut Pt. Rd.
Bellingham, Wa. 98225

006 26 6591
Fellis, Richard T.
227 S. Lafayette Ave.
Bremerton, Wa. 98310

537 44 5514
Lyness, Wm. J.
605 N.W. 52nd
Seattle, Wa. 98107

527 14 4615
McGowan, James R.
3719 S.W. Cloverdale
Seattle, Wa. 98126

533 40 8022
Rennick, Burel R.
19830 50th West
Lynnwood, Wa. 98036

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION

FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

December 1, 1971

Mrs. Margaret Carlson
Election Supervisor
American Arbitration Association
141 West 51st Street
Ninth Floor
New York, New York 10019

re: Masters, Mates and Pilots
Ballot for International
Constitutional Amendments

Dear Mrs. Carlson:

The challenge from Lloyd W. Sheldon and Victor Soto with regard to the former Local 47 was considered and denied by the International Ballot Committee.

Attached hereto is an excerpt from the minutes of the International Ballot Committee for International Constitutional Amendments dealing with this matter. Also, attached hereto is the referred to challenges from Messrs. Sheldon and Soto.

Very truly yours,

Robert J. Lowen
International Secretary-Treasurer

RJL:kd
Enc.

Certified extract from Minutes of International Ballot Committee for International Constitutional Amendments of the International Organization of Masters, Mates and Pilots.

* * *

"The International Ballot Committee for International Constitutional Amendments convened at 8:00 A.M., Tuesday, November 23, 1971, at the Edison Hotel, New York City. Present were: Chairman Richard J. Polachek, Secretary M. Weinstein, and Robert N. Polumbo. Quorum noted: S.K. Sprada and R.H. Nelson were unable to attend.

The Committee discussed the challenges received from Lloyd W. Sheldon and Victor Soto (copies attached). After a review, the Committee denied the challenges. It was noted that no member or official of former Local 47 had submitted a complaint to the Ballot Committee . . . "

I hereby certify that the foregoing is a true and correct extract from the Minutes of the International Ballot Committee for International Constitutional Amendments of the International Organization of Masters, Mates and Pilots.

New York, New York

December 1, 1971

Robert J. Lowen, Secretary-Treasurer

2482 Neptune Ave.
Seaford, N.Y. 11783

November 19, 1971

Ballot Committee For Constitutional Amendment
International Organization Masters, Mates & Pilots
39 Broadway
New York, N.Y. 10006

&

American Arbitration Association
Elections Department Room 2300
151 West 51st Street
New York, N.Y. 10019

Sirs:

As per attached letter authored by Capt. Lloyd Sheldon and as per enclosures submitted in orginal letter from Capt. Sheldon; I, Victor Soto, do herewith challenge the present referendum concerning the amendments to the present constitution of I.O.M.M.&P.; the present constitution itself is already in dispute, in court and awaiting a trial date.

As we, the oppostion contend, your omly purpose is to control, to direct and dictate and certainly not in keeping within the scope of democratic procedures.

Yours truly,

Victor Soto

cc/ ls-bh
ta-vs

November 17, 1971 982a

To: Ballot Committee for Constitutional Amendments
International Organization Masters, Mates & Pilots
39 Broadway
New York, N. Y. 10006

American Arbitration Association
Elections Dept. Room 2300
151 West 51st Street
New York, N. Y. 10019

From: Lloyd W. Sheldon #553201676
IOMM&P

Re: Challenge to 1971 referendum to amend IOMM&P Constitution

Dear Sirs:

Kindly be hereby advised that this letter constitutes my challenge, as a member of IOMM&P in good standing, to the 1971 referendum to amend the IOMM&P Constitution. Said challenge is made in the following particulars, but not necessarily limited thereto:

1 Inland Local 47 Membership has been denied Constitutional right to vote in said referendum.

2 Persons who have not maintained membership in IOMM&P in accordance with the Organization's Constitution have been mailed ballots and have voted same in said referendum.

3 Newsletter published by IOMM&P and mailed to the Membership on August 19, 1971, set forth alleged merits of merger with ILA through news articles and speech excerpts, but omitted any specific opposition point of view.

In connection with challenge #1, a xerox copy of June 22, 1971 letter - "To all members of Local 47, IOMM&P" signed by T. F. O'Callaghan and William H. Caldwell for IOMM&P, is hereto attached. Paragraphs three and four of said letter confirm that the Inland Members of Local 47 are indeed members of IOMM&P in good standing as of July 1, 1971 and could not have been suspended for non-payment of dues or otherwise deprived of Membership in IOMM&P by any constitutional or legal means during the interval between July 1 and the termination of the balloting period of said referendum.

Your attention is directed to IOMM&P Constitution Article III, Section 3, Rights of Members. "a) In all Organization and subordinate body referenda the ballot of any member shall be counted if the member is not suspended for non-payment of dues when the ballots are mailed." Also, to Article X Amendment of Constitution Section 1, a) which reads: "Subsequent to the adoption of this Constitution, any future * * * * or any Constitutional amendment shall be adopted in the following manner:

1) a two-thirds majority pro rata vote in a Regular, Special or Constitutional Convention; and

2) approved by a majority vote of the Membership voting in a secret referendum ballot."

The Inland Members of Local 47 have been deprived of their Constitutional

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right to vote in this referendum and for that reason, if for no other, said referendum should be declared a nullity. I should also point out that the former Offshore Members of Local 47, declared by the June 22d letter "To all Members of Local 47, IOMM&P" to be members of the Offshore Division are listed as International Members on the Membership mailing list used by AAA for MM&P balloting purposes in subject referendum and have been sent ballots.

In connection with challenge #2, your attention is directed to Constitution "ARTICLE III MEMBERSHIP" and all pertinent sub-sections to Section 4, "Membership Standing" and Section 5, "Reinstatement of Membership".

Having inspected the International membership list in possession of AAA, I am convinced that the names of many persons appear on that list who are not eligible to vote in said referendum. In support of that contention, I submit the names of two persons for immediate identification:

Vernon Slaunwhite - ex Local 88 - no dues paid for 1971
Frank Orton - ex Local 24 - no dues paid for 1971

By what criteria are these two men and others similarly situated eligible to receive ballots and vote in said referendum?

For purposes of this challenge, I request:

1) A review of the membership status of all persons appearing on said list who are receiving MM&P pensions and the findings in each individual case set forth and certified to by IOMM&P and American Arbitration Association.

2) A complete review and certification by IOMM&P and American Arbitration Association of application of "waiver of dues" to any person or persons whose name or names appear on said list who would otherwise stand suspended for non-payment of dues had "waiver of dues" not been granted.

In connection with challenge #3, a zeroxed copy of "60th Convention Newsletter of the Resolution of Affiliation of IOMM&P with the ILA" is hereto attached.

Your attention is directed to Constitution "ARTICLE XI", Section 5, (c), which reads:

> "Every member shall have the right to fair and reasonable access to the official publication for presentation of a point of view for or against proposed amendments to this Constitution or other matters submitted to referendum, subject to reasonable rules adopted by the General Executive Board."

"Newsletter" was an official publication and clearly an extension of "the official publication". It contained "EXCERPTS FROM ADDRESS AND STATEMENTS MADE BY INTERNATIONAL ILA PRESIDENT TEDDY GLEASON" to the IOMM&P Convention. Gleason's speech made certain allegations against me. His speech and other speech excerpts and news articles in "Newsletter" touted alleged merits of IOMM&P merger withILA. Although I responded, in my own behalf, to Gleason's attack and set forth my views in opposition to the MM&P merger with ILA to the delegates in Convention assembled, no reference whatsoever to the specific point of view of my opposition was published in "Newsletter". I, as well as all other opponents of said merger, were simply characterized in extremely derogatory and defamatory fashion in said "Newsletter".

984a

he unadulterated fact is - I was arbitrarily and unreasonably denied a ight clearly set forth in the IOMM&P Constitution. As a direct result f that Constitutional violation, the Membership was denied the Constitu- ional right to consider an opposition "point of view" to a proposed onstitutional amendment of the greatest significance to their future as nion members and ship officers.

I submit that the Constitutional violations here set forth in the conduct f subject referendum have denied the membership their Constitutional right o a fair and honest tally.

Very truly yours,

Lloyd W. Sheldon

american
arbitration
association

140 WEST 51st STREET • NEW YORK, N.Y. 10020
(AREA CODE 212) 582-6620

officers

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Chairman of the Board

C. JAY PARKINSON
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J. VICTOR HERD
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Arbitration Law

HENRY CLIFTON, JR.
Arbitration Practice

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Budget

DAVID L. COLE
Panels

E. NOBLES LOWE
Corporate Law Department

QUIGG NEWTON
Library

WILLIAM J. KNECHT
Construction Industry

December 6, 1971

Capt. Robert Lowen
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York

RE: International Organization of Masters, Mates and Pilots - Referendum

Dear Capt. Lowen:

Enclosed herewith please find six (6) duly executed copies of the Certification of Results regarding the above captioned matter.

Very truly yours,

Margaret U. Carlson
Election Director

MUC:pml
encs.

December 9, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

The ten names shown on the attached sheet should receive the election ballot. They are part of the Local 100 (Pilots) membership but for some reason their names did not appear on the Local 100 list when the ballots were mailed.

Please rush these ballots to the listed names. Thank you.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

December 15, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Enclosed please find the following copies concerning changes in the Inland membership:

12/13/71 letter from C. M. Snow, Baltimore, re Local 14 Inland changes

12/13/71 letter from R. L. Mitchell re Local 4 Inland membership changes.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

988a

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION

MORRIS WEINSTEIN
PORT AGENT

December 13, 1971

Capt. R. J. Lowen, Sec'y.-Treas.
Intl. Org. Masters, Mates & Pilots
39 Broadway
New York, New York 10006

Re: Changes in Membership Roll for Election Ballot Count

Dear Sir & Bro.:

This is to certify that the following changes have been made in our Inland Division Membership List:-

CHANGE OF ADDRESS:-

055-03-6420 - Brock, W. F., 542 Knollwood Rd., Severna Park, Md. 21146
001-30-5700 - Owen, Richard W. III, 12 Cross Keys Rd., Balto., Md. 21210
212-28-5513 - Rattenbury, Wm. H., Conifer Ct., Manor Woods, Glen Arm, Md. 21057
217-24-5302 - Trott, Marvin C., 1316 S. Baylis St., Balto., Md. 21224

ADDITIONS TO LIST:-

218-42-4965 - DuBois, Robt. D., 8 St. Elmo Ct., Cockeysville, Md. 21030
218-44-8699 - Mead, James R., 613 Worcester Rd., Balto., Md. 21204

DELETIONS FROM LIST:-

577-20-0108 - Parker, Thos. F., 4455 Confederate Rd., Apt. 15C, Jacksonville, Fla. 32210
(Belongs on Offshore Division Membership List)
086-12-4172 - Frantzen, c/o Dykeman, 407 Church St., Poughkeepsie, N. Y. 082-12-4172
(Deceased - Notified 10/13/71; exact date unknown)

Trusting this is the information you require, we remain,

cc: HS
AAA

Fraternally yours,

C. M. Snow

C. M. Snow, Exec. Asst. Port Agent

CMS:vm

1035 E. BALTIMORE ST. • BALTIMORE, MD. 21202 • (301) 732-6053
OPEIU-2 (afl-cio)

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

OFFSHORE DIVISION

PRICE L. MITCHELL
PORT AGENT

December 13,1971

Captain Robert Lowen, Secretary-Treasurer
I.O.M.M. & P.
39 Broadway
New York, New York 10006

Dear Sir and Brother:

In reference to your letter of December 10,1971 to all Inland, Pilot and AMW offices re changes in membership roll for election ballot count, please make the following changes on the Inland membership list for Local No. 4 - Mobile, Alabama:

Change of Address:

W.P.Manders, III — S.S.No. 416-36-9369
Rt. 1, Box 185
Mobile, Alabama 36605

Dropped - Non payment of dues

R.E.Peacock — S.S. No. 416-30-3956 — 10/1/71

J.P.Cazalas — S.S.No. unknown

Deceased

Joe K.Rushing — S.S.No. 417-09-2596 — 12/9/71

Hoping this is the desired information and with best wishes, I remain,

Fraternally yours,

P. L. Mitchell

P.L.Mitchell, Port Agent

PLM:s

cc: HS
AAA

P. O. BOX 1986 • MOBILE, ALA. 36601 • (205) 432-1294

December 16, 1971

Mrs. Margaret Carlson
American Arbitration Association
140 West 51st Street
New York, New York

Dear Mrs. Carlson:

Attached please find the following copies indicating changes in the membership lists:

From San Francisco Bar Pilots (Local 89)--notation on International Office's 12/10/71 letter.

From Local 17 (Portland) - 12/13/71 letter re deceased members.

Sincerely yours,

Captain Robert J. Lwen
International Secretary-Treasurer

RJL:vw
enc.

3

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION
FOUNDED 1880

991a

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

cc: HS AFA

LOCAL 89 - SAN FRANCISCO BAR PILOTS

December 10, 1971

TO ALL INLAND, PILOT AND AMW OFFICES

Re: Changes in Membership Roll for Election Ballot Count

Dear Sirs and Brothers:

To ensure the utmost accuracy in the counting of the election ballots by the American Arbitration Association, we have been requested to check with each of our subordinate bodies for any changes in the membership rolls since address labels for the mailing of the ballots were made in early August of this year.

Accordingly, we are requesting a list of certified changes, no later than Friday, December 17, 1971. This list should include any additions to your membership rolls and any deletions by reason of resignations, suspensions, pensioners or deaths, and the effective date of such changes.

If there have been no changes, please so indicate in your certification.

Fraternally yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

cc: Election Ballot Committee

Dec. 13, '71 MEMO: The only correction since mailing you the computerized list is:-

CAPTAIN JAMES H. BARNHART 5401 Broadway Terrace Oakland, Ca. 94618

J. K. Madden, Secretary

...ONAL ORGANIZATION OF MASTERS, MATES & PILOTS
WEST COAST AND PACIFIC REGION OF THE INLAND DIVISION, BRANCH NO. 17

...outhwest Third ☆ Portland, Oregon 97104 ☆ Telephone: 503-223-7317

992a

HS
HAA

December 13, 1971

Captain Robert J, Lowen
Secretary-Treasurer
International Organization
Masters, Mates & Pilots
39 Broadway
New York, N.Y. 10006

Re: Changes in membership roll for Election Ballot Count

Dear Sir and Brother:

Listed below are deceased members as of August 1971.

Card #373	Lowell Glen Blair	Died	8/23/71
Card # 86	Vernon L. Leback	Died	10/17/71
Card #165	Raymond K. Hall	Died	11/10/71

Fraternally yours,

John A. Wiek
Branch Agent
Branch #17

american arbitration association

140 WEST 51st STREET • NEW YORK, N.Y. 10020
AREA CODE 212) 582-6620

officers

HOWARD M. HOLTZMANN
Chairman of the Board

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Construction Industry

December 17, 1971

TO ALL CANDIDATES:

This is to inform you that the counting of ballots in connection with the International Organization of Masters, Mates and Pilots election of officers will commence on Wednesday, December 22, 1971. At 9:00 a.m. we will leave from the American Arbitration Association, 140 West 51st Street, to go to the bank vault to pick up the ballot box containing the ballots. This box will then be brought to the office of this Association for the processing of ballots. If you cannot attend and you wish an observer to be present for you, please give your observer a letter addressed to this Association authorizing him to act for you.

Very truly yours,

Margaret U. Carlson
Election Director

MUC:pml
SPECIAL DELIVERY
CC: Election Committee

offices: BOSTON • CHARLOTTE • CHICAGO • CINCINNATI • CLEVELAND • DALLAS • DETROIT • HARTFORD • LOS ANGELES • MIAMI • MINNEAPOLIS NEW YORK • PHILADELPHIA • PHOENIX • PITTSBURGH • SAN DIEGO • SAN FRANCISCO • SEATTLE • SYRACUSE • WASHINGTON, D.C.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

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INTERNATIONAL TRANSPORTWORKERS FEDERATION & RAILWAY LABOR EXECUTIVES' ASSOCIATION

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WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

December 20, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

In reviewing our records we find that the following Offshore Division members appeared on the "NO PORT" list submitted to your office and, in some cases also appeared on individual port lists and, in other cases, were not listed on port lists where they belonged in lieu of "No Port" status:

Member as listed on "NO PORT" list	Also appeared on following Port List	Belonged to following Port in lieu of "No Port"
Albatys, E. J.	Single entry on last page	New York
Anderson, Carl W.		New York
Carman, S. A.		New Orleans
Clinkscales, Andreas J.		New York
Craig, William D.	Baltimore	
Dohrman, Edward R.	New York	
Frasea, James D.	New York (as James P. Fraser)	
Goddard, D. S.	Mobile	
Hargrave, Michael K.	West Coast	
Hendrickson, Melvin H.	West Coast	
Hoffman, Robert M.	Mobile (on "No Port" 3 times)	
Kelly, Paul W.	Philadelphia	
Kosmer, Robert		New York
Kowal, John		Philadelphia
Neel, Ralph O.		New Orleans
Rozmus, John C.	Philadelphia	
Skulstad, Otto A.		New York
Slavin, Philip M.	New York	
Smith, Roland L.	New York	
Smith, W. F.		New York
Snyder, Richard P.	Norfolk	
Speaks, Hiram	Norfolk	
Stuart, A.		Baltimore
Stupski, George T.		Jacksonville
Trahan, Scott B.	New York	
Williams, Harold L.		New Orleans
Ware, John		Mobile
Farago, George		New York

Our records also indicate that the following applicants appeared on the "NO PORT" list but, as applicants, do not have the privilege of voting and should not have received ballots:*

Armstrong, Allen E.
** Boudreau, Leo A.
Brady, James E.
Bresq, Walter
Comptron, William Franklin
Creighton, Richard L.
De Carualo, Anthony
Hess (III), Wayne R.
Holcombe, Maurice E.
Holling (Jr.), George A.
Johannessen, Ornulf D.
Kesicke, Kenneth F.
Pierce, Mark R.
Renfro, John S.
Richer, Robert D.
Saldutti, James R.
Smith, (Jr.), Gerald F.
Takashige, Masato
Breese, William
Burkle, Richard C.
England, Thomas F.
Myers, John Michael
Pepin, Beverly R.
Saliaris, Stylands A.
Schneider (Jr.), George R.
Soderback, Wesley C.
White (Jr.), Edward F.
Wiemers, William F.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

---

* This list of applicants was furnished your office in August 1971 so that no ballots would be sent to those listed.
** Leo A. Boudreau is an applicant whose name did not appear on the list furnished your office in August 1971. He is not privileged to vote.

cc Ballot Committee

December 20, 1971

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

Enclosed please find December 15, 1971 letter from Allen C. Scott, President of MFW No. 8, indicating the new members of that unit, including the South Coast Towing Company employees given organizing dispensation per letter from Captain O'Callaghan dated August 18, 1971.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw
enc.

997a

Associated Maritime Workers Local No. 1

AFFILIATED WITH
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
POST OFFICE BOX 861
JACKSONVILLE, FLORIDA 32201

December 15, 1971

Captain Robert J. Lowen
International Secretary-Treasurer
I.O.M.M. & P.
39 Broadway
New York, N. Y. 10006

Dear Sir and Brother:

This will acknowledge receipt of your letter of December 10, 1971.

Enclosed is a list of new members. Also, please include the list of members given organizing dispensation with South Coast Towing Company as of letter from Capt. O'Callaghan 8/18/71.

Fraternally yours,

Allen C. Scott, President

ACS/eh

enc.

cc: AFA
H.S.

Associated Maritime Workers Local No. 8

AFFILIATED WITH
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
POST OFFICE BOX 861
JACKSONVILLE, FLORIDA 32201

December 14, 1971

New Members

Gilda Mitchell 2902 Jena Street New Orleans, La. 70115	433-86-3087	Book No. 216A
John L. Ross 2225 LaSalle Street New Orleans, La. 70113	587-78-6186	Book No. 217A
Henry Sartin, Jr. 1021 Thalia Street New Orleans, La. 70130	426-88-1724	Book No. 218A
Mary A. Thompson 1231 S. Saratoga Street New Orleans, La. 70113	433-83-0303	Book No. 219A
Edward Triss 3931 Annunciatio Street New Orleans, La. 70115	436-76-1600	Book No. 220A
Sherman Compton 3119 Thalia Pkwy. New Orleans, La.	433-68-7626	Book No. 221A
Randolph Porter 2501 Melpomene St. Apt 4B New Orleans, La.70113	433-43-1980	Book No. 222A
Verne C. Streckfus 6801 Milty Street Metairie, La. 70003	433-92-3178	Book No. 223A
Patricia A. Pritchett 2009 Forstall St. New Orleans, La. 70117	436-90-6359	Book No. 224A
Gabriella A. Scharfenstein 1823 S. Rendon Ave. New Orleans, La.70125	257-54-6009	Book 225A

Associated Maritime Workers Local No. 8
AFFILIATED WITH
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS
POST OFFICE BOX 861
JACKSONVILLE, FLORIDA 32201

December 14, 1971

Rondie Simmons 2201 Deslonde Street New Orleans, La. 70117	437-92-4675	Book No. 226A
Ernest Simms, Jr. 1552 Conti Pkwy. New Orleans, La. 70112	434-60-3797	Book No.227A
Annie B. Brengettsy 2018 Daneel Street New Orleans, La.	587-68-4887	Book No. 228A
Lionel Davis 2239 Rousseau Street New Orleans, La. 70130	434-90-9162	Book No. 229A
Danny Dunham 2512 Magazine Street, Apt. 2 New Orleans, La. 70130	436-82-1516	Book No. 230A
Darryl E. Ellsworth 1372 Annette Street New Orleans, La. 70116	437-58-3374	Book No. 231A

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION ⚓ RAILWAY LABOR EXECUTIVES' ASSOCIATION
FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT

39 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-8508

Cables: BRIDGEDECK

December 21, 1971

To: The International Ballot Committee
for 1971 Elections

Mrs. Margaret Carlson, Election Supervisor
American Arbitration Association
140 West 51st Street
New York, New York

Dear Sirs and Madam:

This will serve as authorization to proceed to the safe deposit vault where the locked and sealed ballot box containing the ballots cast in the 1971 elections, are kept.

Kindly present this authorization to the Custodian of the safe deposit vault so as to obtain release of the above-mentioned ballot box containing the ballots cast in this election.

Very truly yours,

T. F. O'Callaghan
International President, IOMM&P

R. J. Lowen
International Secretary-Treasurer, IOMM&P

1071a

December 21, 1971

To:

International Ballot Committee
for 1971 Elections

Mrs. Margaret Carlson, Election Supervisor
American Arbitration Association
140 West 51st Street
New York, New York

Dear Sirs and Madam:

Please consider this letter as authorization for M. Weinstein to be my representative observer, as per International Constitution, at the counting of the election ballots.

Very truly yours,

T. F. O'Callaghan
Candidate for International President
and Candidate for Convention Delegate,
Port of Baltimore.

February 7, 1972

American Arbitration Association
140 West 51st Street
New York, New York

Att: Mrs. Margaret Carlson
Election Department

Gentlemen:

This will confirm telephonic advice this date that Pete Sundnes SS. #536-26-0096 is eligible to vote in the run-off election now pending.

Very truly yours,

Captain Robert J. Lowen
International Secretary-Treasurer

RJL:vw

AMERICAN ARBITRATION ASSOCIATION 140 WEST 51 STREET, NEW YORK, N.Y. 10020

(212) 582-6620

Officers

Chairman of the Board
Howard M. Holtzmann

Chairman, Executive Committee
C. Jay Parkinson

Past Chairmen
J. Victor Herd
David W. Peck

Vice Chairman of the Board
Floyd W. Jefferson

Treasurer
Henry A. Loeb

President
Donald B. Straus

Executive Vice President
Robert Coulson

General Counsel
Gerald Aksen

Vice Presidents
Joseph S. Murphy
John P. E. Brown
Morris Stone
Edwin W. Dippold
Willoughby Abner

Committee Chairmen

Whitney North Seymour
Arbitration Law

Henry Clifton, Jr.
Arbitration Practice

Bruce F. Smith
Budget

David L. Cole
Panels

E. Nobles Lowe
Corporate Law Department

Quigg Newton
Library

Glen H. Abplanalp
Construction Industry

February 18, 1972

Capt. Robert Lowen
International Secretary-Treasurer
International Organization of
Masters, Mates and Pilots
39 Broadway
New York, New York 10006

Capt. Robert Nelson
International Organization of
Masters, Mates and Pilots
533 North Marine Avenue
Wilmington, California 90744

RE: International Organization of Masters,
Mates and Pilots - Election of Officers
13 50 0038 71

Gentlemen:

I have enclosed a copy of the letter of explanation and adding machine tape I received from Mr. Keegan at American Bank and Trust Company. If there are any further questions regarding this matter, please call me at your earliest convenience.

Very truly yours,

Lester B. Wolff
Election Director

LBW:pml
encs.

AMERICAN BANK & TRUST COMPANY

301 EAST FORDHAM ROAD
BRONX, N. Y. 10458
ESTABLISHED 1914

FORDHAM OFFICE
295-1030

70 WALL STREET
WHITEHALL 3-4300

February 15th 1972

The American Arbitration Association
140 West 51st Street
New York, N.Y. 10020

Re: Masters, Mates and Pilots - Election
of Officers 13 50 0038 71

Attention: Mr. Lester B. Wolff

Dear Sir:

I am in receipt of your letter dated February 7th 1972 with the photostats of all sheets that were sent by me to you. The reason for the discrepancy for 130 is due to the fact that my photostat copies did not show item for 130.

I am now enclosing an adding machine tape which was made by me today which is now accurate. The difference between the original figure and the figure now stated is 611.

Please accept my apology for the extra work caused by the inaccuracy of our original listing. I hope that this will now clarify the matter for you.

Very truly yours,

John J. Keegan
Assistant Treasurer

JJK/jc

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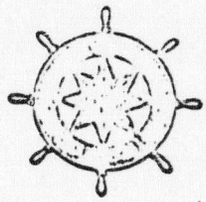
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

AFFILIATED WITH AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS
INTERNATIONAL TRANSPORTWORKERS FEDERATION & RAILWAY LABOR EXECUTIVES' ASSOCIATION
FOUNDED 1880

THOMAS F. O'CALLAGHAN
INTERNATIONAL PRESIDENT

ROBERT J. LOWEN
SECRETARY-TREASURER

WILLIAM M. CALDWELL
VICE PRESIDENT



90 BROADWAY
NEW YORK, N. Y. 10006
WHITEHALL 4-0500

Cables DAIDGEDECK

April 18, 1972

TO ALL INTERNATIONAL BALLOT COMMITTEE MEMBERS AND CANDIDATES IN THE RUN-OFF ELECTION FOR OFFSHORE DIVISION OFFICES FOR THE PORTS OF SAN FRANCISCO, SEATTLE, PORTLAND AND WILMINGTON (CALIF.)

Re: Counting of Ballots - April 25, 1972

Dear Sirs and Brothers:

The counting of the ballots in this election will be conducted by the American Arbitration Association under the supervision of the International Ballot Committee elected at the 1971 Convention on Wednesday, the 26th of April, 1972, at the office of the American Arbitration Association, 140 West 51st Street, New York, New York.

The International Ballot Committee members should be present in New York on Tuesday, April 25 to review the procedures in counting these ballots, with the American Arbitration Association Election Supervisor. Candidates, or their duly authorized representatives, may attend.

Fraternally yours,

Captain Robert J. Lowen
International Secretary-Treasurer
for the
INTERNATIONAL BALLOT COMMITTEE CHAIRMAN,
ROBERT H. NELSON

RJL:vw
cc: American Arbitration Association
Offshore Division Vice Presidents
All Offshore Division Port Offices
Marvin Schwartz, Esq.

Received 4-21-72

Tuesday, April 25, 1972 meeting to be held at International Office, at 10:30 A. M.

April 25, 1972

To: The International Ballot Committee
for 1971 Elections

Mrs. Margaret Carlson, Election Supervisor
American Arbitration Association
140 West 51st Street
New York, New York

Re: Ballots for Run-off Election

Dear Sirs and Madam:

This will serve as authorization to proceed to the safe deposit vault where the locked and sealed ballot box containing the ballots cast in the run-off election, are kept.

Kindly present this authorization -o the Custodian of the safe deposit vault so as to obtain release of the above-mentioned ballot box containing the ballots cast in this run-off election.

Very truly yours,

T. F. O'Callaghan
International President

R. J. Lowen
International Secretary-Treasurer

STATEMENT

American Arbitration Association

140 WEST 51st STREET, NEW YORK, N. Y. 10020

July 12, 19 72

To: Captain Robert Lowen
Int'l. Organization of Masters, Mates & Pilots
39 Broadway
Re: New York, New York

13 50 0037 71 - Referendum

DATE	DESCRIPTION	AMOUNT
	BALANCE DUE PER BILLS RENDERED:	
	Election Director's time - 16 hrs., @ $16.50 per	$ 264.00
	Election Administrator's time - 30 hrs. @ $12.50 per	375.00
	Secretarial time - 25 hrs., @ $5.00 per	125.00
	Room rental	30.00
	Affixing labels	42.22
	Personnel	1,699.35
	Postage - in-coming $509.70	
	out-going $873.12	1,382.82
	Transportation	7.00
	Total Expenses	$ 3,924.38
	AAA overhead costs - 20%	784.88
	TOTAL	$ 4,709.26
	AMOUNT DUE.....	$ 4,709.26

MAKE CHECKS PAYABLE TO AMERICAN ARBITRATION ASSOCIATION

AAA 65-SM 10-70

October 18, 1974

BY HAND

Bobby C. Lawyer, Esq.
Assistant United States Attorney
U. S. Department of Justice
Southern District of New York
U. S. Courthouse
Foley Square
New York, New York 10007

Re: HODGSON v. IOMM&P -
72 Civ. 5031 (CBM)

Dear Mr. Lawyer:

The addenda to the depositions of Captains O'Callaghan and Lowen have been served on your office as per the order of Judge Motley. The outstanding answers of the defendant to plaintiff's Interrogatories will be served on your office on Monday, October 21, 1974, as previously agreed.

These addenda to depositions as of now bear no certification and the answers to Interrogatories will not, when served, be verified. This is due to the fact that all of the proper parties, Captains O'Callaghan and Lowen, as well as Mr. Schwartz, are, and will be for the next week, on the West Coast for Pension and Welfare negotiations. Mr. Schwartz has asked me to assure you that when these parties return, the neeessary verification and certifications will be executed and delivered to you with all due speed.

Very truly yours,
MARVIN SCHWARTZ

By _____
R. Jones

RJ/mh

Defendant's Answer to Interrogatories

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

1010a

- x

JAMES D. HODGSON, Secretary of Labor, U. S. Department of Labor,

Plaintiff,

-against-

72 Civ. 5031 CBM

INTERNATIONAL ORGANIZATION OF MASTERS, MATES and PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendant.

- x

ANSWERS TO PLAINTIFF'S INTERROGATORIES BY DEFENDANT, PURSUANT TO THE PROVISIONS OF RULE 33 OF THE FEDERAL RULES OF CIVIL PROCEDURE.

1. Yes.

2. See copy of Master Collective Bargaining Agreement attached as Exhibit "A".

(a) See page 6 of the attached Agreement, Exhibit "A".

(b) 6,500 members.

(c) See page 2 of the attached Collective Bargaining Agreement, Exhibit "A".

(d) See text of the Collective Bargaining Agreement, Exhibit "A".

(e) See attached Collective Bargaining Agreement, Exhibit "A".

3. No.

4. See answer to number "3".

5. Yes

6. Attached hereto (as Exhibit "B") is a copy of the International Constitution. The terms of the affiliation

agreement between the ILA and the IOMM&P are set forth after page 48 in the yellow attachment marked "Resolution".

7. See answer to number "6".

8. Defendant agrees that the various complainants exhausted their internal union remedies.

9. The names and addresses of all members of the defendant who protested the International election of officers are set forth in the minutes of the International Ballot Committee meeting dated December 21, 1971. A full set of International Ballot Committee minutes is in the possession of the plaintiff. Counsel for the protesting members of the defendant was Burton H. Hall, 401 Broadway, New York, New York 10013.

10. (a), (b) and (c) The date and substance of each such protest are contained in the stenographic transcripts of the International Ballot Committee meeting which took place on December 21, 1971. Such transcript has been in the possession of the plaintiff for the past two years.

11. Yes.

12. See answer to number "11".

13. See Section 4, on page 6, of the International Constitution, Exhibit "B".

14. See attached photocopy, "Voting Strength", attached as Exhibit "C".

15. 1,452.

16. 8,205.

17. $3,369.60.

18. (a) 10,400 (approximately).

(b) Distribution by mail, addresses on file at the International headquarters on a computerized list.

(c) October 4, 1971.

19. Approximately $2,800.

20. (a) See answer to "18(a)". Approximately 10,400.

(b) Distribution by mail. Addresses on file at the International headquarters on a computerized list. 1012a

(c) December 8, 1971.

21. (a) Offshore - 123, Inland - 48.

(b) Offshore - 262, Inland - 0.

(c) Offshore - 1,388, Inland - 158.

22. (a) Offshore - 361, Inland - 99.

(b) Offshore - 0, Inland - 0.

(c) Offshore - 624, Inland - 190.

23. Unknown.

24. No.

25. The Executive Board of Local 47 and the membership of Local 47 voted in a secret mail referendum to disaffiliate from the International organization many months prior to September 21, 1971.

26, 27 and 28. The defendant does not object to either the counting or the not counting of unpostmarked ballots. During recent elections candidates have taken first one position and then the other position. We do not object to either position so long as all interested parties are satisfied. In 1971, the candidates objected to counting such unpostmarked ballots, and the International Ballot Committee subsequently ruled that they were not to be counted. Since that time these same ballots were in fact counted with no net change in the election results.

29. Yes.

30. The list was made available for inspection at the International headquarters and at the New York office of the American Arbitration Association.

31. (a) The American Arbitration Association and the International Ballot Committee.

(b) Letter to the candidates.

32. Yes.

33. Campaign literature distributed by the American Arbitration Association.

34. (a) The American Arbitration Association

(b) By letter to the candidates.

35. The complaint was filed on March 29, 1972, on behalf of the several complainants, among whom was Mr. Jack Ofelt (see plaintiff's answer to interrogatory number "11(a)" and Exhibit "J" annexed to the answers to plaintiff's interrogatories). The final intra-union remedy available to the complainants was an appeal to the General Executive Board. (See plaintiff's answer to interrogatory number "9(a)".) The General Executive Board entertained the appeal on January 25 and 26, 1972. (See Exhibit "I" to plaintiff's answers to defendant's interrogatories). The complainants knew that the General Executive Board was meeting on January 25 and 26, to take up the appeal. The denial of the appeal was made on January 26, 1972. 29 U.S.C. Section 482, requires that a complaint be filed with the Department of Labor within one calendar month after the exhaustion of intra-union remedies. The complainants should have filed their complaint with the Secretary of Labor no later than February 26, 1972. Consequently, complainants have not complied with the statutory requirement.

Dated: New York, New York
October 21, 1974.

Yours, etc.,

MARVIN SCHWARTZ, ESQ.
Attorney for Defendant
243 Waverly Place
New York, New York 10014
Tel.: 212 691-2250

TO:

PAUL J. CURRAN, ESQ.
UNITED STATES ATTORNEY for the
Southern District of New York
Attorney for Plaintiff
United States Courthouse
Foley Square
New York, New York 10007

Attention: DENNISON YOUNG, Jr., Esq.

Exhibit A

1014a

THE MASTER, MATE & PILOT

INTERNATIONAL MARINE DIVISION OF ILA/AFL-CIO

I.L.A.

OFFICIAL VOICE OF INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

MASTER COLLECTIVE BARGAINING AGREEMENT

(Dry Cargo and Tanker Sections)

Covering All Vessels Under Contract

with the

INTERNATIONAL ORGANIZATION OF MASTERS

MATES AND PILOTS—OFFSHORE DIVISION

EDITOR'S NOTE:

The provisions of this agreement apply to all vessels (dry cargo, passenger and tanker) except where specifically noted otherwise, such as in the following manner:

TANKER: Provisions with this introduction apply only to Tanker vessels.

(PMA ONLY): Provisions with this introduction apply only to PMA vessels.

ALL CONTRACT COMPANIES EXCEPT PMA: Provisions with this introduction apply to all vessels except PMA vessels.

BEST COPY AVAILABLE

EXHIBIT "A"

PREAMBLE

This Agreement made as of the 16th day of June, 1972, by and between the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO (herein the "Organization" or "Union") and those associations and/or companies listed (herein the "Company"), and any of its subsidiaries or affiliates with respect to any U.S.-flag oceangoing vessel which it either owns or operates as an agent or under bareboat charter, and as further described in this Agreement.

Albany River Transport, Inc.
*Albatross Tanker Corp.
Amberjack Maritime Corporation
*Amerada Hess Corp.
American Condor Steamship Corp.
*American Eagle Tanker Corp.
American Foreign Steamship Corporation
American Mail Line
American President Lines
American Rice Steamship Corp.
*Amoco Shipping Corp.
Bethlehem Steel Corporation
Bonito Maritime Corp.
Bulk Food Carriers, Inc.
Calmar Steamship Corporation
Cefor Cargo Ships
Central Gulf Lines, Inc.
*Colonial Tankers Corp.
*Connecticut Transport, Inc.
Delta Steamship Lines, Inc.
Dolphin Maritime Corp.
*Dover Shipping Co., Inc.
*Eagle Terminal Tankers, Inc.
Empire Transport, Inc.
Excelsior Marine Corp.
Farrell Lines, Inc.
Freighters, Inc.
General Cargo Corporation
*Globe Seaways, Inc.
*Hendy International Company
**Hudson Waterways Corp.
*Intercontinental Bulktank Corp.
Intercontinental Carriers, Inc.
Interseas Bulk Carriers, Inc.
Isthmian Lines, Inc.
James River Transport, Inc.
*Keva Corporation
*Keystone Shipping Co.
*Keystone Tankship Corporation
*Charles Kurz & Co., Inc.
*Louisiana Sulphur Carriers, Inc.
Lykes Bros. Steamship Co., Inc.
Maimonides Transport Corp.
*Manhattan Tankers, Inc.
*Marine Carriers Corp.
**Marine Transport Lines, Inc.
Maritime Service Committee
*Mathiasen's Tanker Industries, Inc.
Matson Navigation Co.
Meadowbrook Transport, Inc.
Mediterranean Marine Lines, Inc.
Mercury Steamship Co., Inc.
Mohawk Transport, Inc.
*Monticello Tanker Co.
*Montpelier Tanker Co.
Moore-McCormack Lines, Inc.
*Mount Vernon Tanker Co.
*Mount Washington Tanker Co.
*Nashbulk, Inc.
*National Transport Corp.
*Nautilus Petroleum Carriers Corp.
*Newport Tankers Corp.
Ocean Clippers, Inc.
*Ocean Tankships Corp.
*Ocean Transportation Co., Inc.
Ogden Merrimac Transport, Inc.
Ogden Sacramento Transport, Inc.
**Ogden Sea Transport, Inc.
*Ogden Wabash Transport, Inc.
*Ogden Willamette Transport, Inc.
Olympic Steamship Company
Oswego Steamship Co., Inc.
*Overseas Bulktank Corporation
**Overseas Oil Carriers, Inc.
Pacific Far East Line, Inc.
Pacific Maritime Association
*Pelican Marine Carriers, Inc.
Penn Navigation Co.
Penn Shipping Co., Inc.
*Penn Tanker Company
People-to-People Health Foundation, Inc.
Pioneer Maritime Corp.
Platte Transport, Inc.
*Plaza Shipping, Inc.
Prudential-Grace Lines, Inc.
Rio Grande Transport, Inc.
*Rye Marine Corp.
Sea-Land Service, Inc.
*Sea Tankers, Inc.
Seatrain Lines, Inc.
*Sea Transport Corporation
Sovan Navigation Corp.
States Marine International
States Steamship Co.
*Tanker Service Committee
*Texas City Tankers Corp.
Transamerican Trailer Transport, Inc.
*Transeastern Shipping Corp.
Transport Commercial, Inc.
*Trinidad Corporation
*United Maritime Corp.
United States Lines, Inc.
*Vancor Steamship Corp.
Vantage Steamship Corp.
Verity Marine Corp.
Victory Carriers, Inc.
Waterman Steamship Corporation
Westmount Shipping Corp.
*World Wide Tankers

---

*Tanker
**Tanker and Dry Cargo

BEST COPY AVAILABLE

EXHIBIT "A"

SECTION I. EFFECTIVE DATE AND EXPIRATION DATE OF THE AGREEMENT; INCREASES

1016a

1. The Organization and the Company hereby enter into an Agreement effective June 16, 1972, covering conditions of employment, wages, hours and working conditions, said Agreement to be binding upon the parties for a period to and including midnight, June 15, 1975, except as otherwise provided. All such provisions shall be effective as of 12:01 A.M., June 16, 1972, on all ships at sea, or in port, except with respect to such terms as may be otherwise specifically provided.

2. There shall be a 6% increase of base monthly wages and night relief rates as of June 16, 1972.

3. Effective June 16, 1973, the Company shall grant, and the Organization shall have the right to allocate an amount available for wages and other benefits of 8.089 per man per day, and an amount available for fringe benefits or other purposes as may be permitted by existing law of 1.030 per man per day.

4. Effective June 16, 1974, the Company shall grant, and the Organization shall have the right to allocate an amount available for wages and other benefits of 8.591 per man per day, and an amount available for fringe benefits or other purposes as may be permitted by existing law of 1.093 per man per day.

5. In the event of a dispute or disagreement between the parties as to the manner of allocation of these increases, any such dispute or disagreement shall be submitted to arbitration before the contract arbitrator provided under the Agreement.

6. The Organization, notwithstanding the aforesaid, shall have the right on sixty (60) days' written notice to the Company prior to June 16, 1974, to reopen the Agreement in lieu of (4) above, in which instance the provisions of Section XXXVI (a) of the Agreement shall not apply as of 12:01 A.M., June 16, 1974.

SECTION II. RECOGNITION AND PREFERENCE OF EMPLOYMENT

1. The Company recognizes the Organization as the sole representative of its Licensed Deck Officers (except where specifically otherwise provided, the term "Licensed Deck Officers," whenever and wherever used in this Agreement, includes the Master) on U.S.-flag oceangoing vessels, for the purpose of collective bargaining.

The parties agree that it shall be the essence of the Agreement that its administration shall be confined exclusively to the parties.

The Company will not engage in activities or assist or encourage Licensed Deck Officers, or others who are not members of the Organization, in activities calculated to undermine the status of the Organization as the sole collective bargaining representative. The Company will not attempt to influence or persuade any member of the Organization to withdraw therefrom nor will the Company, in any way, attempt to interfere with the internal affairs of the Organization.

All Employees who are presently members in good standing of the Organization, or any future members, shall be required to remain members in good standing during the life of this Agreement in order to continue their present employment or to be eligible for future employment subject to all provisions of this Agreement, provided that the Company shall not be required to take action until first notified by the Organization, that such Employee has lost his good standing.

Subject to all other provisions of this Agreement, all members in good standing of the Offshore Division of the Organization shall have an equal right to bid for all job opportunities which are open to bidding, and all former Group Shipping classifications and priorities are abolished. To assure the fair and equitable distribution of work opportunities among Licensed Deck Officers who are members in good standing of the Offshore Division, priority of employment and dispatch of jobs which are open to bidding shall be given to the Licensed Deck Officer on the Offshore Shipping List longest unemployed in the port where the vacancy occurs.

2. Masters and Chief Officers

a. The Company shall have the right once to designate, by name, one permanent Master and, by name, one permanent Chief Officer from the ranks of its Licensed Deck Officers for each active vessel by name, within its fleet, provided they maintain their membership in good standing in the Organization and the Company and the Master or Chief Officer desires such employment to continue. This initial designation list shall be submitted to the Organization prior to the signing of this Agreement. Continuous employment shall not be deemed to have been broken if the Master or Chief Officer is on an authorized leave of absence provided he does not, during such period, accept employment with any other Company other than Port Relief Officer work. "Port Relief Officer work" shall mean Relief Officer work as described in Section XVI.

b. Subject to other provisions of this Agreement, when a Master or Chief Officer's vacancy occurs, either permanent or relief, the Company shall have the right to select a new Master or Chief Officer provided that the new Licensed Deck Officer has been a member of the Organization for a period of not less than five (5) years and has sailed at least two (2) years as a Licensed Deck Officer aboard MM&P-contract vessels and is registered on the Offshore Shipping List of the Organization in the port where the vacancy occurs as being available for selection by a Company. If a Licensed Deck Officer is registered on an Offshore Shipping List in a port, he may have his name removed from that list at any time and register on the Offshore Shipping List in another port, at his discretion. A Master or Chief Officer who has so registered on the Offshore Shipping List as being available for selection by a Company shall not be eligible to bid for jobs off the Board.

A Master or Chief Officer, not selected, but shipped off the Board through the offices of the Organization, must meet the same requirements with regard to membership and seatime.

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c. A Master or Chief Officer, when transferred or cleared, shall appear in person at the appropriate office of the Organization and shall clear through such office. Such Licensed Deck Officer shall clear at the office of the Organization in the port where he joins the vessel or the office of the Organization having jurisdiction of the port. Deliberate failure to so clear shall be grounds for appropriate disciplinary action by the Organization, but shall impose no obligation on the Company, except as may otherwise be required by this Agreement.

d. Any Master or Chief Officer employed on any vessel of the Company, who is absent from the vessel by reason of vacation, illness or other legitimate leave of absence, may not be transferred away from his regular position to any other vessel without the written consent of the individual Licensed Deck Officer and the Organization. The consent of the Organization shall not be arbitrarily withheld.

e. Each Company shall adhere to the policy of promotion or demotion from within the ranks of its permanent Licensed Deck Officers, and seniority shall prevail unless the necessary qualifications are unequal. However, a permanent Master named on the initial designation list cannot be demoted to Chief Officer. All promotions will be made with due regard to the practicalities of the situation such as the availability of the Licensed Deck Officers for promotion.

f. Any Licensed Deck Officer, who was entitled to, and eligible for, selection or promotion as Master from within the ranks of the Company's Licensed Deck Officers, but was not available, shall upon becoming available, assume such employment.

g. The Organization shall be notified when a vessel is withdrawn from service for repairs, or any other reason, in a timely manner.

A Master or Chief Officer on such vessel shall indicate, in writing, on a Leave of Absence Form, to the Company and the Organization, at the time of the vessel's withdrawal from service, whether he desires to return to his vessel in his former capacity. In such cases, the Master or Chief Officer shall be granted a leave of absence for the period of the vessel's withdrawal from service.

If a Master or Chief Officer on such vessel does not desire to return to the vessel, he shall indicate, in writing, whether he desires to remain with the Company, or to transfer to another vessel, or to take a leave of absence consistent with the provisions of the Agreement.

Masters or Chief Officers who have accumulated one hundred eighty (180) days' employment aboard a vessel shall be relieved by the Company upon the conclusion of the voyage in which the one hundred eighty (180) day period occurs. Whenever a Master or Chief Officer leaves his vessel for any reason and has earned thirty (30) days of vacation, he shall take all of his earned vacation plus an additional period of time off without pay, which shall be equivalent to one-half of such period of earned vacation, before he can be re-employed.

The Company shall have the obligation on those vessels on voyages beyond one hundred and eighty (180) days, or whose trading route is permanently or semi-permanently outside the United States, to return, at Company expense, the Masters and Chief Officers, and to transport the newly-assigned Master and Chief Officer to the vessel at the Company's expense. Such new assignments shall be for a period not to exceed one hundred eighty (180) days. If the vessel's expected arrival at a U. S. port is within thirty (30) days after the one hundred eighty (180) day period, and provided there is no loading or discharging of cargo during that thirty (30) day period, it shall not be necessary to terminate the Master and Chief Officer's employment in a foreign port.

If, for any reason, a Company fails to terminate a Master or Chief Officer in accordance with the foregoing provisions, the Company shall pay to the MM&P Special Welfare Fund an amount equal to his total earnings and appropriate contributions to the several MM&P Plans for that period in excess of his authorized employment as above.

3. Licensed Deck Officer below Rank of Chief Officer

a. Effective on the day of signing of the Agreement, with the exception of Masters or Chief Officers, all other Licensed Deck Officer positions must be shipped from the offices of the Organization, off the Board in the port where the vacancy occurs, for a period not to exceed one hundred eighty (180) days, provided that Licensed Deck Officers so named by the Organization shall be qualified to fill the available positions. Whenever such Licensed Deck Officer leaves his vessel for any reason, and has earned thirty (30) days of vacation, he shall take all of his earned vacation plus an additional period of time off without pay, which shall be equivalent to one-half of such period of earned vacation, before he can be re-employed.

b. All permanent Licensed Deck Officers presently in the Company's employ may continue to sail from the date of signing this Agreement for a period not to exceed one hundred eighty (180) days, or until their vacation is due, or until they leave the vessel for any reason whatsoever, whichever occurs first, and at this time the Company shall terminate the permanent employment of the Licensed Deck Officer below the rank of Chief Officer, and a replacement shall be furnished through the offices of the Organization and shipped off the Board for a period not to exceed one hundred eighty (180) days.

c. Former permanent Licensed Deck Officers, regardless of rank, on authorized leaves of absence which commenced prior to the date of signing this Agreement, shall upon completion of their leaves of absence, be permitted to return to their vessels for a period not to exceed one hundred eighty (180) days, or until their vacation is due, or they leave the vessel for any reason whatsoever, whichever occurs first, at which time the employment of Licensed Deck Officers below the rank of Chief Officer shall be terminated by the Company and a replacement shall be furnished through the offices of the Organization and shipped off the Board for a period not to exceed one hundred eighty (180) days.

d. Upon the signing of this Agreement the Company shall furnish to the Headquarters Office of the Organization a list of all permanent Employees on authorized leaves of absence as permitted under the terms of the former col-

lective bargaining agreement. This list shall contain the following:

1. Name of Officer and original date of employment
2. Position and name of vessel to which assigned
3. Reason for leave of absence
4. Date of commencement of leave of absence
5. Expected termination date of leave of absence.

Employees who are working for the Company or the Organization ashore, under an authorized leave of absence, shall have their leaves of absence terminated at the end of a one hundred eighty (180) day period effective from the date of signing this Agreement.

e. Licensed Deck Officers aboard liner type vessels or tank vessels on scheduled runs, who have accumulated one hundred eighty (180) days' employment aboard a vessel shall have their employment terminated by the Company upon the conclusion of the voyage in which the one hundred eighty (180) day period occurs, and a replacement shall be furnished through the offices of the Organization and shipped off the Board for a period not to exceed one hundred eighty (180) days.

Each Company shall have the obligation on those vessels on voyages beyond one hundred eighty (180) days, or whose trading route is permanently or semi-permanently outside the continental United States, to return, at Company expense, the Officers as described above, and to transport the newly-assigned Licensed Deck Officer to the vessel at the Company's expense. Such dispatch shall be for a period not to exceed one hundred eighty (180) days. If the vessel's expected arrival at a U. S. port is within thirty (30) days after the one hundred eighty (180) day period and provided there is no loading or discharging of cargo during that thirty (30) day period, it shall not be necessary to terminate the Licensed Deck Officer's employment in a foreign port.

If, for any reason, a Company fails to terminate a Licensed Deck Officer in acordance with the foregoing provisions, the Company shall pay to the MM&P Special Welfare Fund an amount equal to his total earnings and appropriate contributions to the several MM&P Plans for that period in excess of his authorized employment as above.

4. Hiring Hall Procedure

When placing orders for replacements for any Licensed Deck Officers, the following bidding procedures shall be followed:

a. When a vacancy below the rank of Chief Officer [Ed. Note: Or a Master or Chief Officer shipped off the board in accordance with the second paragraph of subsection 2 (b) above] occurs in a United States port, the office of the Organization having jurisdiction of the port at which the vessel is located at the time when a vacancy occurs, shall be requested to provide such replacement. If that office cannot do so after two (2) job calls, it shall take immediate steps to obtain the replacement from another office of the Organization. The Organization agrees to use its best efforts to obtain the replacement from the closest office of the Organization.

b. When a vacancy occurs outside the contiguous United States, excluding Puerto Rico and Hawaii, and the vessel is scheduled to load or discharge at more than two additional ports or is not due to return to a United States port within thirty (30) days, the Company shall immediately order the replacement through the International Headquarters Office of the Organization located in New York or San Francisco. This provision shall not be applied to cause a delay in sailing. The penalty for violation of this provision shall be wages and all contributions to the several MM&P Plans to the Special Fund referred to in this Agreement.

c. Replacements shall be ordered by an authorized representative of the Company in a timely manner.

d. When ordering a replacement, the Company shall advise the reason for ordering the replacement and the name of the Officer for whom the replacement is being ordered, and the date the replacement job is to be dispatched.

[The next two (2) paragraphs apply to tank ships only]

e. ***In the hiring and dispatch of jobs above the rank of Third Officer that are open to bidding on tankships, the Company and the Organization re-affirm the policy that only Licensed Deck Officers who are qualified and reliable to supervise the type of work required by the tankship to which they are being dispatched shall continue to be referred for employment. Officers bidding for a Third Officer position who have had previous tankship experience under the authority of their license, or who have qualified themselves for dispatch for tankship service and improved their competency for tankship service through successful completion of a formalized tanker training course such as is afforded at M.I.T.A.G.S. shall have priority of dispatch over an Officer who has not so qualified himself.***

With respect to the above, it is the intent of the Parties to progressively upgrade through mutually agreeable training programs, both on board tankships and at M.I.T.A.G.S., the qualifications and reliability of all Licensed Deck Officers actively engaged in the industry in order to meet the impact of environmental protection, pollution, safety, legislation and industry problems.

[The above two (2) paragraphs apply to tankships only]

5. Masters' and Chief Officers' Seniority

a. Except for those Masters and Chief Officers who are named on the initial designation list, seniority for **all** other Licensed Deck Officers is terminated upon the signing of this Agreement. Thereafter, seniority shall accrue only for Masters and Chief Officers, and only in such manner as hereinafter described.

b. After the initial designation permitted at the time of the signing of this Agreement, the seniority of the Masters and Chief Officers so designated shall be measured from their last permanent in-hire date as a Licensed Deck Officer with the Company.

c. In the event a vacancy subsequently occurs for a permanent Master, the newly appointed permanent Master shall be at the bottom of the Masters' seniority list, and his seniority as Master shall commence as of the date he is so employed.

d. In the event a vacancy subsequently occurs for a permanent Chief Officer, the newly appointed permanent Chief Officer [Ed. Note: Or a permanent Chief Officer

shipped off the board] shall be at the bottom of the Chief Officers' list and his seniority as Chief Officer shall commence as of the date he is so employed. However, in the case of a Chief Officer who has been named on the initial designation list as Chief Officer, and who is promoted to a vacancy for a permanent Master, he shall retain his seniority as permanent Chief Officer. His seniority as Permanent Master shall commence as of the date he is so employed as permanent Master, and his service as permanent Master shall count toward his Chief Officer seniority. Thus, in the event of a contraction of the fleet, such a Licensed Deck Officer shall have the right to a permanent Chief Officer's berth as may be permitted by his last permanent in-hire date as a Licensed Deck Officer of the Company.

e. For purposes of measurement of date of seniority of continuous employment, authorized leaves of absence shall be included in the measurement of unbroken service except as may be otherwise provided in this Agreement. The records of the several MM&P Vacation Plans shall be utilized in the settlement of any seniority disputes which may arise.

f. At the time of the signing of this Agreement, and at the commencement of each calendar quarter thereafter, the Company shall provide the Headquarters Office of the Organization with one copy of its Masters' seniority list and one copy of its Chief Officers' seniority list on a form approved by the Company and the Organization, standard for all Companies. Both forms will require the Officer's name, his original date of hiring for the purposes of continuous employment, his seniority number, the vessel, and the date of assignment of the Licensed Deck Officer to that vessel. The Masters' list will require, in addition, the date of his seniority as Master. The names on these lists shall be in order of seniority with the Company, with the Officer having the longest period of continuous service listed first. Such list shall also show the name of every vessel operated by the Company and the operational status of the vessel. In the event any vessel is laid up, the list shall show the date of withdrawal from service, the reason therefor, and the probable length of layup.

As required in the original designation list, the Masters and Chief Officers must not only be named but must also be assigned to a named vessel. Thus, the number of Masters and Chief Officers on each seniority list may never exceed the number of berths in the active Company fleet.

6. Masters and Chief Officers—Leaves of Absence

a. The following shall be the interpretation of leaves of absence: vacation, illness, family sickness, personal affairs, seasonal lay-ups, unforeseen temporary layoffs, temporary withdrawal from service of less than ninety (90) days and service ashore for the Company or the Organization. Except as provided in this Agreement under the mandatory clauses of the Vacation Section, a Master or Chief Officer, upon request, shall be granted a leave of absence for any of the above specified reasons. [Ed Note: As per previous contract initial requests must be granted, but renewals are subject to mutual agreement of the Parties.]

b. Continuous employment shall not be deemed to have been broken if the Master or Chief Officer is on leave of absence, provided such Licensed Deck Officer does not, during such period, accept any employment whatsoever related to the maritime industry other than Port Relief Officer work.

c. Leave of Absence Form

A Master of Chief Officer taking any leave of absence under this section shall be required to fill out a "Leave of Absence Form," as prescribed by the Agreement, which shall show:

_____
(Steamship Company Name)

IOMM&P LEAVE OF ABSENCE FORM

Officer's Name _____ Date of Request _____
S.S. # _____
Company _____
Ship _____ Rank: Master/Chief Officer
(indicate which)
Desired Date LOA to Begin _____ Intended duration of LOA _____
Reason for Leave of Absence:

_____ Vacation
_____ Personal Affairs*
_____ Service Ashore for Organization
_____ Service Ashore for Company
_____ Temporary withdrawal of vessel from service*
_____ Personal illness*
_____ Illness in the Family*

I certify that on completion of my leave of absence that:

a. I desire to return to the same ship _____ Yes _____ No
b. I will accept a transfer to another vessel _____ Yes _____ No

Signed _____
Rank _____
SS/MV _____
Approved _____
(Signature of IOMMP Port Official)
Port of _____

*See Ed. Note in Subsection 6 (a) above

CC: Officer
IOMM&P (Port of Separation)
IOMM&P (Port of Registry or Company Employee)
Company

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d. At the time of his separation from the vessel, a Licensed Deck Officer shall be required to file the leave of absence form with the office of the Organization closest to the port where his leave of absence commences and also at that port where he registers as a Company employee.

e. When a leave of absence is granted by a Company, the Company shall advise the Organization, telephonically, at the time the replacement is requested, of the name of the Licensed Deck Officer, the purpose, commencement and intended duration of the leave of absence and confirm these facts in writing.

f. Vacation

A Master or Chief Officer, whose vacation is due, must take same and he shall have the following rights, upon the expiration of his vacation. (The term "upon the expiration of his vacation" as used in this subsection shall be deemed to mean the expiration of all of his earned vacation plus an additional period of time off without pay equivalent to the one-half of his earned vacation prior to re-assignment.)

i. A permanent Master shall not be assigned below the rank of Master nor shall he be assigned to relieve another Master who is on vacation or other leave of absence.

ii. A permanent Chief Officer shall not be assigned to relieve another Chief Officer who is on vacation or other leave of absence. A permanent Chief Officer may be assigned to a Master's berth under any conditions, provided it is within his allowable period of employment.

iii. Masters or Chief Officers who have accumlated thirty (30) days of earned vacation may, at their option, go ashore for their vacation at that time.

iv. Masters or Chief Officers returning from leave of absence for illness, sickness in the family, and reasons relating to personal affairs, shall have the same rights as those given for return from vacation.

g. Withdrawal from Service

The Organization shall be notified when a vessel is withdrawn from service for repairs or some other reason.

i. The Licensed Deck Officer on such vessel shall indicate, in writing, on the Leave of Absence Form, to the Company, and the Organization, at the time of the vessel's withdrawal from service, whether he desires to return to the vessel, or will accept permanent transfer to another vessel, or take a leave of absence for some other reason, consistent with other provisions of the Agreement.

ii. When a vessel is permanently withdrawn from service, the fleet seniority list shall be reduced one Master and one Chief Officer. For purposes of this Agreement, a vessel temporarily withdrawn from service shall be considered to be permanently withdrawn from service if out of commission for over ninety (90) days. Exceptional cases shall be subject to agreement of the Parties.

h. Service Ashore for the Employer or the Organization.

Permanent Company Employees working ashore for the Company or the Organization, on a leave of absence granted prior to date of signing this Agreement, shall be terminated from the Company roster or seniority list at the expiration of such one hundred eighty (180) days, commencing from the date of signing this Agreement; provided that at the expiration of such one hundred eighty (180) days, the Licensed Deck Officer shall have the right to be assigned to seagoing employment in accordance with his seniority, consistent with other provisions of this Agreement.

Subsequent to signing this Agreement, only a Master and Chief Officer may be granted a leave of absence in order to work ashore for the Company or the Organization, provided that such shoreside Company work is covered by a collective bargaining agreement between the Company and the Organization. Pension and Welfare contributions shall be maintained for such Licensed Deck Officer who has accrued at least three (3) years' pension credits, provided that he maintains membership in the Organization.

Such Licensed Deck Officer on leave of absence for shoreside employment shall suffer no loss of Company seniority. However, he shall not accumulate seniority while ashore unless by special memorandum of agreement which shall become a permanent part of the Company contract file in the Headquarters of the Organization. If the Licensed Deck Officer ashore later seeks to return to seagoing employment as Master or Chief Officer, he may do so only on the basis of his seniority prior to going ashore, unless otherwise provided. In all cases, the Licensed Deck Officer shall maintain membership in the Organization to be protected by this subsection.

7. Cadets

Cadets are on the vessel for educational purposes only. Cadets shall not be used to perform any of the duties of a Licensed Deck Officer.

8. Non-discrimination

The Company and the Organization shall in no way discriminate against an otherwise qualified Officer because of age, sex, national origin, color, creed or due to non-membership in the Naval Reserve or the United States Maritime Service or in the case of the Company, because of membership in the Organization and in the case of the Organization subject to its Constitution, By-Laws and Shipping Rules.

9. Shipping Rules

The Shipping Rules of the Organization as of the effective date of this Agreement which are not inconsistent with the terms of this Agreement, shall be deemed to be part of and incorporated in this Agreement.

Shipping Rule changes made after the signing of this Agreement shall not infringe upon nor diminish the Company's rights under this Agreement.

10. Separability Clause

The parties intend that the provisions of this section should be and are in compliance with Federal and State laws. If any part hereof is determined to be in conflict therewith, the parties shall negotiate provisions to the extent necessary to insure compliance and to the extent that such provisions are so determined to be in conflict, they shall be deemed inapplicable.

11. Passes to Organization Representatives

a. Authorized representatives of the Organization shall have the right to go on board ships covered by this Agreement at reasonable times, subject to regulations mu-

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tually satisfactory to the Organization and the Company, for the purpose of consulting with the Licensed Deck personnel employed thereon, except in cases beyond the control of the Company. The names of the authorized representatives shall be furnished to the Company by the Organization. Passes issued in the representatives' names shall be forwarded to the International Headquarters of the Organization no later than two weeks after receipt from the Organization of the names of their representatives.

b. Access to and from such vessels shall be afforded authorized representatives of the Organization in the same manner and at all times as such accessability is available and afforded to crew members and management personnel.

c. The Organization shall take out insurance which will protect the Company and subsidiary or affiliated companies against any claims, loss of life, or injury occurring to a representative of the Organization while on the property or while on board a vessel of any of the above-mentioned Companies while said property or said vessel is owned, chartered, leased, or operated under General Agency Agreement, and shall furnish satisfactory evidence of such insurance for the benefit of the Company and subsidiary or affiliated Companies.

SECTION III. EMPLOYMENT SECURITY

1. Discharge for Cause

a. Nothing in this Agreement shall prevent the Company from discharging any Licensed Deck Officer for just cause. Any Licensed Deck Officer so discharged shall be given a written statement advising of the discharge and an explanation of the reasons for the discharge, no later than twenty-four (24) hours before payoff or termination of the voyage, whichever is sooner. If the offense resulting in the discharge occurs during said twenty-four (24) hour period, the Licensed Deck Officer shall receive prompt notice of discharge and be provided with a written statement of discharge at the time of payoff. Any failure to furnish a written statement of discharge shall establish presumptively that the Licensed Deck Officer has been discharged without just cause. If an Organization representative is present at the time of payoff, he shall also be provided with the written statement of discharge. If an Organization representative is not present at the time of payoff, a copy of the written statement shall be mailed within forty-eight (48) hours to the Organization office nearest to the port of discharge.

If the Licensed Deck Officer does not agree with the discharge, he must notify the Organization office nearest the port of discharge within seventy-two (72) hours after such discharge. Such notification must be in writing.

b. Any dispute arising from such discharge shall be settled in accordance with the grievance procedures of this Agreement.

2. Rejection for Cause

a. When a Company rejects a Licensed Deck Officer, other than for medical reasons, whom the Company considers unsatisfactory, the Company shall furnish a statement, in writing, to the individual and to the Organization stating the reasons for the rejection and the Organization agrees promptly to furnish a replacement. If the Organization feels any rejection has been unjust, the Organization shall, without delay, take the matter up with the Company and attempt to secure an adjustment. In the absence of a satisfactory adjustment, the matter may be submitted for disposition under the grievance procedures of this Agreement.

b. If a Licensed Deck Officer has been discharged for cause by a Company, he may be dispatched to that Company to fill a vacancy provided that, since the time of such discharge, the Licensed Deck Officer has had two (2) years of satisfactory service as a Licensed Deck Officer, and further provided that the two (2) years of satisfactory service shall not be deemed to have elapsed prior to the Licensed Deck Officer having completed 360 days of shipboard employment. Such two (2) years of satisfactory service shall be presumptive evidence that the Licensed Deck Officer is qualified and satisfactory. This provision shall not apply to a Licensed Deck Officer who has been discharged for the use or possession of narcotics, or for smuggling, or for behavior which would render the vessel unseaworthy.

c. Where the discharge for cause by a Company involved the competency of a Licensed Deck Officer, based on the lack of technical knowledge, and subsequent thereto the Officer has satisfactorily completed the relevant course at the Maritime Institute of Technology and Graduate Studies, the completion of such course shall be evidence the Licensed Deck Officer is qualified and the two-year service period set forth above shall not be a prerequisite for dispatch.

3. Medical Discharge or Medical Rejection

a. A Licensed Deck Officer who is denied employment or is discharged for medical reasons as determined by the Company's medical doctor, and disputes the medical findings, shall immediately notify the Company and the Organization and shall immediately be examined by the Organization's doctor. If the Organization's doctor concurs in the rejection, the discharge or denial of employment shall be deemed proper.

If there is a conflict between the Company doctor and the Organization's doctor, the Licensed Deck Officer shall have recourse, as follows:

Where the Licensed Deck Officer is eligible for examination by the U.S. Public Health Service, the issue as to whether the Licensed Deck Officer is fit for duty or not, shall be submitted to the U.S. Public Health Service, and its decision shall be final. Where the Licensed Deck Officer is not eligible for examination by such Service, the medical service available to the MM&P Plans shall make the final decision as to whether the Licensed Deck Officer is fit for duty. The medical service available to the MM&P Plans shall in no instance be the same as the one who is party to the disputed medical findings.

The examinations shall be limited to those conditions which were set forth as the Company's grounds for medical rejection or discharge.

b. If, under the foregoing provisions, it is determined that the medical rejection was improper, the Licensed Deck Officer shall be assigned to the job. In the event the

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vessel has sailed, the Licensed Deck Officer shall be awarded ten (10) days' wages, including nonwatchstanding allowance where the same is included as part of base pay, subsistence and lodging. Contributions to the several MM&P Plans shall be made by the Company on behalf of the Licensed Deck Officer for the same period. If, under the foregoing provisions, it is determined that the medical discharge was improper, the Licensed Deck Officer shall be reinstated to his job and, retroactive to the time of discharge, shall receive full base wages, including nonwatchstanding allowance where the same is included as part of base pay, contributions to the several MM&P Plans on his behalf, subsistence and lodging. The expense of the examination by the medical service available to the MM&P Plans shall be borne by the Company.

c. No Licensed Deck Officer shall be denied employment who may have a physical defect which has not prevented him from performing his Licensed Deck Officer's duties in the past unless it is proven there is deterioration which has rendered the Licensed Deck Officer unable to properly perform his duties.

4. Reduction in Fleet

The provisions of this Section shall not restrict the right of the Company to terminate a Licensed Deck Officer by reason of curtailment of operations. In the event of such curtailment, the least senior Licensed Deck Officer or Officers, as the case may be, in the permanent employ of the Company, shall be terminated. Notification of such termination shall be provided the Licensed Deck Officer involved and the Organization's office closest to the Company Headquarters in a timely manner.

5. Picket Lines

It is understood that, in the event a picket line is established against any vessel, the Licensed Deck Officers of such vessel will report and perform all of their normal duties incidental to the security of the vessel, passengers, and cargo, provided that no Licensed Deck Officer shall be required to work under conditions which may endanger his health or safety, or be required to either work behind a picket line or cross a picket line. The Organization undertakes to use its best efforts to obtain clearance for such purposes from the Union establishing the picket line. The refusal of a Licensed Deck Officer to perform work in accordance with this provision shall not be cause for discharge or discipline, and shall not be deemed a violation of the no-strike provision of this Contract.

6. Arbitration

If a dispute concerning a discharge for any reason or a refusal to employ, not involving a medical rejection, is resolved by the Arbitrator under Section XXXVI of this Agreement, the Arbitrator shall have authority to reach only one of two decisions. He may either uphold the discharge or rejection if he finds that it was made with just cause, or he may direct the Company to reinstate or employ the Licensed Deck Officer with full base wages, including nonwatchstanding allowance where the same is included as part of base pay, subsistence and lodging for the period he was off the vessel, plus contributions to the several MM&P Plans for the same period.

SECTION IV. INFORMATIONAL REQUIREMENTS

No later than thirty (30) days after the execution of this Agreement, the Company shall furnish to the Organization a statement or statements containing the following information. All lists and data supplied shall be updated promptly whenever there is any change.

1. Company Information

a. The names and title of each officer and director of the Company. If the Company is not a corporation, the names and title of each principal.

b. If a corporation, the State in which the Company is incorporated.

c. The Companies shall designate a representative in each port where the Organization maintains an office, authorized to handle and settle disputes and grievances arising under this Agreement. A list of all such designated Company representatives shall be furnished to the Organization and kept current.

d. The name and location of office of that individual in the Company who is authorized to make policy decisions concerning matters in which the Organization and the Company are jointly concerned.

e. Existence or non-existence of a construction reserve fund under provisions of federal legislation.

2. Vessel Information

a. The names, port of registry, call sign and radiotelephone ringer numbers (if any) of owned vessels.

b. With respect to vessels other than those owned by the Company, the following information shall be furnished for other vessels being operated:

i. Name and owner
ii. Port of registry and call sign
iii. Time and type of charter

SECTION V. VESSELS BOUND BY THE AGREEMENT

1. Coverage of Agreement

a. Vessel Coverage. This Agreement covers the Licensed Deck Officers employed on oceangoing U.S.-flag vessels, owned, operated or bareboat chartered (both at present or at any time during the life of this Agreement) by the Company or any of its subsidiaries or affiliates (whether so at present or at any time during the life of this Agreement) as an owner, agent, operator or bareboat charterer.

b. Subsidiary and Affiliate. The term "subsidiary" or "affiliate" shall be deemed to include any business entity whether corporate, partnership, trust, individual, or otherwise, which is effectively controlled by or effectively controls the Company either directly or indirectly.

c. Requirement of Subsidiary or Affiliate to Execute the Collective Bargaining Agreement. The Organization may in its discretion at any time require that any such subsidiary or affiliate execute this Agreement and a refusal to do so will give the Organization the right, upon a ten (10) day written notice to the Company, to cancel this Agreement. The failure of the Organization to request a subsidiary or affiliate to sign this Agreement shall not in any way affect the obligation of the Company herein that this Agreement

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does cover and include all the Licensed Deck Officers on all the vessels described above whether owned or operated by the Company or any of its subsidiaries or affiliates.

d. Agency. It is agreed that a Company operating a vessel as an Agent shall give written notice to the Organization of its status as an Agent and shall be liable for the period that the vessel is under its operation including the completion of any pending voyage for wages, vacation, bonuses and all daily contributions to the MM&P Plans required under this Agreement. The Company is obligated to give written notice to the Organization of any termination of its Agency. Failure to do so will keep the Agent bound to the foregoing obligation until such notice is received by the Organization. If the Organization objects, in writing, to its acceptance of the principal for financial reasons, the Company, if it determines thereafter to continue as Agent, undertakes all of the obligations of the principal under the contract.

e. Other Vessels. In the event a tanker Company acquires a vessel other than a tanker vessel, or a dry-cargo Company acquires a tank vessel, such vessel will be covered under an Agreement similar to that between the Organization and Companies whose maritime collective bargaining agreements with other Unions correspond most closely.

2. Sales and Transfers

a. With regard to any sale, charter (but not including a vessel which the Company may be operating under a bareboat charter and the charter is terminated) or any manner of transfer (except sales to foreign flag) of the Company's vessel:

i. At least seventy-two (72) hours prior to the date of the effective transfer of the vessel, written notice must be given to the Organization by the Company.

ii. The execution by the purchaser, charterer or transferee of the Organization's collective bargaining agreement shall be a condition precedent to any sale, charter or transfer.

iii. If the Company violates subsection 2(a) (ii) above, the Arbitrator may include as part of his award, loss of wages and contributions to the various Organization Plans.

iv. A violation of subsection 2(a) (ii) above shall also permit the Organization to cancel the no-strike provisions of this Agreement.

b. Sales to Avoid Payment of Severance Monies. The Company agrees that it will not use the device of a sale to another U.S.-flag Company to circumvent the payment of severance monies due under this Agreement.

3. Foreign Flag Vessels:

DRY CARGO: The Company agrees that with respect to any foreign flag vessel owned or operated by or on bareboat charter to the Company or by or on bareboat charter to any affiliate or subsidiary, on bareboat charter to other Companies not covered herein, the following conditions shall apply:

a. The Organization shall have the same right as it has with respect to the vessels covered by this Agreement and subject to the same conditions, to have its representatives board any foreign flag vessels covered by this Section in any port for the purpose of consulting with the Licensed Deck Officers employed thereon.

b. If the Organization's representative capacity is challenged by the Company, the Arbitrator designated under this Agreement shall decide by whatever method he may prescribe, whether the Organization does in fact represent a majority of the Officers in question.

c. If the Organization is designated by a majority of the Licensed Deck Officers on the vessel or vessels involved to be their collective bargaining representative, the Company shall bargain with the Organization to perfect an agreement applicable to those Officers. In the bargaining, the Organization will recognize the need of maintaining a competitive economic position for the vessel or vessels involved.

In the event the parties do not reach full agreement within four (4) months from the commencement of bargaining, the issues remaining unresolved shall be submitted for resolution by the Arbitrator provided for in this Agreement.

d. The Company agrees to recognize and comply with, subject to requirements of any applicable law, any written authorization executed by its Licensed Deck Officers for the deduction from wages and payment to the Organization of initiation fees, dues and other Organization obligations.

e. The Organization agrees that it will not interfere with the operation of any vessel covered hereby by work stoppage or otherwise, so long as the Company is engaged in good faith collective bargaining with the Organization if it be found to be the Officers' representative.

f. At the time of the execution of this Agreement, each signatory Company shall furnish the Organization a list showing all foreign flag vessels owned or operated, and identifying the owner or operator.

g. The term "foreign flag vessel" shall be limited to such vessels that are engaged in whole or in part in the import or export cargo or passenger trade of the United States.

h. The term "affiliate" or "subsidiary" shall include any business entity whether corporate, partnership, trust or individual which is effectively controlled by or effectively controls the Company herein either directly or indirectly.

TANKER. Both parties recognize that the foreign flag question affects their respective interests. The Organization recognizes the Company's desire to maintain its position in foreign tonnage, and the Company recognizes the Organization's interest in protecting its presently outstanding jobs against foreign-owned tonnage and its desire to increase job opportunities in that tonnage.

Both parties further agree to form a Joint Committee that will meet at a mutually agreeable time and place to discuss the parties' aforesaid respective interests.

4. New Construction and Major Reconversions. For all new construction contracts and for all new conversions where the conversion includes a major rebuilding and alterations of the midships house or the house in which the Licensed Deck Officers are quartered, the following requirements shall apply in addition to any of the former provisions not superseded by the new requirements.

These requirements shall not be applicable to con-

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tracts let under the terms of the preceding Agreement; nor shall they be applicable to future construction contracts for vessels of identical design to existing vessels in the Company fleet provided that, if the Company advises the Organization of the existence of such contracts within thirty (30) days of signing such contract, only those requirements negotiated in the former applicable Agreement shall apply.

a. Location of Quarters

i. Licensed Deck Officers' quarters shall be located on a separate deck from unlicensed crew members.

ii. Rooms and offices for cargo checkers and other shoreside personnel related to cargo operations shall be on a deck other than that on which the Licensed Deck Officers' rooms are located.

iii. The Master's stateroom and office shall be located directly under the navigation bridge. In the event that other licensed vessel personnel are quartered on the same deck, they shall be Licensed Deck Officers or Staff Service Personnel.

b. Quarters Requirements. Licensed Deck Officers' quarters shall be air-conditioned, adequately soundproofed, and shall have a private toilet and shower attached. Rooms are to have a minimum of one hundred ten (110) square feet of living space not including the washroom, hall space or bunks. A regular desk and chair, an upholstered high-back chair, and appropriate reading lamp, and a bunk of not less than 42"x78" (48"x78" in the case of the Master) will be the minimum acceptable furniture and shall be equipped with hooking devices.

c. Recreation Rooms. All vessels shall be provided with an adequately soundproofed Officers' Recreation room located on the same deck as the Officers' quarters or the dining room, for the exclusive use of the Officers. The recreation room shall be equipped with a 21" color television, hi-fi or tape systems, telephone, radio, refrigerator, coffee facilities, tables, chairs, lamps and other essential furniture suitable for the number of Officers assigned to the vessel. The Company and the Organization agree to designate a committee for the purpose of establishing standards for Officers' recreation rooms, their furniture and decor. On vessels with split deck house, a recreation room shall be provided in the deck house in which the Licensed Deck Officers are quartered in the same manner and with the same provisions as listed above in this Section.

d. Chief Officer's Office. All vessels shall be provided with an air-conditioned office for the Chief Officer. If the office is located adjacent to his stateroom there shall be provided a separate entrance from the weather deck. Adequate provisions shall be made to properly soundproof the office from all adjacent sleeping spaces. The ship's office shall contain the usual office furniture and equipment, and telephone or other internal communications system, and shall have an independent toilet, shower, and washing facilities. The equipment referred to herein shall include a calculator.

e. Port Relief Officer's Room. A room shall be provided for the exclusive use of Port Relief Officers while in American ports. The Relief Officer's room shall be equal in all respects to the quarters provided for the ship's Officers and shall be located in the area of the Deck Officers' quarters.

f. Laundry Facilities. All vessels shall be provided with a laundry for the exclusive use of the Licensed Officers of the ship and it shall be located on the same deck as the Officers' quarters. It shall be connected to the ship's A. C. system and shall be made soundproof as necessary to avoid disturbance to adjacent personnel. The laundry shall be equipped with an automatic electric washer and dryer, tubs, ironing board and steam iron. Equipment shall be properly maintained in good working order and adequate spares to keep equipment operating shall be carried as normal vessel spares. When any equipment cannot be repaired at sea, it shall be repaired in the first port where facilities are available and time permits. On vessels with split deck houses, a laundry shall be provided in the deck house in which the Licensed Deck Officers are quartered in the same manner and with the same provisions as listed above in this section.

g. Officers' Dining Saloon. The Officers' Dining Saloon shall be properly appointed with sufficient dining space so as to insure each officer shall have an assigned place setting and there are sufficient additional place settings as may be determined by the Company to insure service to passengers (if carried) or other shore personnel who are entitled to be fed in the Saloon. A telephone or other internal communications system shall be provided.

h. Navigating Bridge and Chart Room.

i. To minimize noise levels on the bridge, the Radio Room shall not be designed as an area opening directly onto the Navigation Bridge or Chart Room.

ii. Suitable toilet and washing facilities and a cold water drinking fountain shall be located on the bridge.

iii. Each navigating Bridge shall be equipped with a Master's Sea Cabin for use during extended periods of duty on the Bridge during sea passages.

i. DRY CARGO: Checkers' Room and Stevedore Toilets. Vessels to be constructed for use in foreign trade shall have adequate checkers' rooms and stevedore toilet facilities designed so as to eliminate the problem of unauthorized shore personnel using facilities reserved for the ship's complement.

i. TANKER: Shoreside Workers' Rooms and Toilets. Vessels to be constructed shall have adequate spare rooms and toilet facilities designed so as to eliminate the problem of unauthorized shore personnel using facilities reserved for the ship's complement.

j. DRY CARGO: Information Required: With respect to all new construction and major reconversion, an entire set of blueprints must be submitted to the Organization for its study and approval. The Organization shall be provided with complete information on the following items.

j. TANKER: Information Required: With respect to all new construction and major reconversion, relevant blueprints requested by the Organization for its study and comments shall be provided regarding:

ITEMS: (Both Dry Cargo and Tanker)

i. Vessel's characteristics

ii. Type of power plant, shaft horsepower, extra power plants, auxiliary equipment, evaporator and reefer capacity;

iii. Cargo handling facilities and equipment, gan-

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tries, cranes, conveyors, kingposts, booms, winches, dehumidification equipment and reefer equipment;

iv. Ballasting and stability control equipment;

v. Bridge equipment, navigational equipment, communication equipment, vessel control equipment, bow thrusters, ground tackle and mooring arrangements;

vi. Cargo hold or cell layout for breakbulk, containers, automobiles and refrigerated cargo;

vii. Cargo deep tanks, butterworthing systems including loading and discharging equipment;

viii. Advanced apparatus perceived for future installment on the vessel, and

ix. Proposed manning by Departments including tentative quarters' arrangements and proposed layouts of rooms, dining saloon and recreation room.

k. Parties have agreed that the Company will provide the data contained in (j) above prior to discussing the manning scale with the Organization.

5. Vessels In and Out of Commission

a. Vessels in Commission

i. A dry cargo or tank vessel shall be considered in commission at all times when cargo activity is involved or when it is receiving power from its own plant. A tank vessel shall also be considered in commission while there is cargo on board, or when it has not been issued a gas-free certificate.

ii. After a Company accepts delivery of a vessel and the vessel is still in the shipyard or if it is in the shipyard for any reason whatever thereafter, a full complement of Licensed Deck Officers shall be employed any time the vessel uses power from its own plant, or when work is performed relating to the duties or jurisdiction of the Licensed Deck Officers.

iii. A full complement of Licensed Deck Officers shall be employed at all times when a vessel is in commission.

iv. No Licensed Deck Officers shall be laid off without pay over a Saturday, Sunday, or holiday.

b. Vessels Out of Commission

When a vessel is out of commission, and Licensed Deck Officers are employed, the following shall prevail:

i. If only one (1) Licensed Deck Officer is employed, he shall receive the same compensation as that of Master of the vessel.

ii. If an additional Licensed Deck Officer is employed, he shall receive the same rate of pay and overtime as that of the Chief Officer of the vessel.

iii. Any other Licensed Deck Officers employed shall receive the same rate of pay and overtime as that prescribed in this Agreement for the rating and capacity in which he is acting for the period in which he is employed on the vessel.

iv. When a vessel is out of commission, a minimum of one (1) Organization Licensed Deck Officer covered by this Agreement shall also be employed in the event that (1) any licensed or unlicensed person under a seagoing collective bargaining agreement is employed by the Company to work on the vessel, irrespective of the capacity in which he is employed; or (2) any licensed or unlicensed person under any collective bargaining agreement is employed by the Company to do work falling within the jurisdiction of the Licensed Deck Officers. (This requirement is not intended to change past practices regarding unlicensed PMA shore gangs.)

If such work is (a) annual inspection or (b) testing or inspection of cargo gear by an accredited Surveyor, or (c) the volume of work becomes excessive for the one Organization Licensed Deck Officer, one (1) additional Licensed Deck Officer shall be employed to supervise.

When a vessel is shifted under a dead tow, a minimum of three (3) Licensed Deck Officers shall be employed, ***(except on tank ships being shifted within the confines of a shipyard under shipyard control).***

v. When a vessel other than a tanker is out of commission with cargo on board, and a Licensed Deck Officer other than the Master is employed, Port Relief Officers, as provided for under this Agreement, shall be employed.

SECTION VI. CLASSIFICATION OF VESSELS

Vessels shall continue to be classed by "power tonnage" for the life of this Agreement.

1. Power Tonnage Definition. Power tonnage is the arithmetic sum of a vessel's horsepower plus the gross tonnage.

2. Source of Information. During the life of this Agreement, in determining the class of vessel, horsepower shall be taken from the current Record of the American Bureau of Shipping and admeasurement of tonnage as determined by the current U. S. Coast Guard Admeasurement Standards.

3. Dual Tonnage. If a vessel carries a "dual tonnage" certificate issued under the 1966 Convention, the higher gross tonnage shall apply.

4. Decrease in Class. Once the power tonnage of a vessel has been determined, no subsequent conversion or changes in admeasurement for any reason may result in a decrease in class for said vessel.

5. Classifications. Vessels shall be classed for the purpose of this Agreement as follows:

a. Dry Cargo and Passenger Vessels:

Class	SINGLE SCREW POWER TONNAGE	TWIN SCREW POWER TONNAGE
A-4	70,001 to 100,000*	51,001 to 75,000*
A-3	45,001 to 70,000	35,001 to 51,000
A-2	35,001 to 45,000	28,001 to 35,000
A-1	25,001 to 35,000	20,001 to 28,000
A	17,001 to 25,000	15,001 to 20,000
B	12,001 to 17,000	9,001 to 15,000
C	7,501 to 12,000	5,501 to 9,000
D	5,001 to 7,500	3,501 to 5,500
E	Less than 5,001	Less than 3,501

***The classification of single screw vessels in excess of 100,000 power tonnage and twin screw vessels in excess of 75,000 power tonnage shall be the subject of negotiations between the parties.**

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b. *Tank Vessels:*

Class	*Power Tonnage*
A-1	*Above 38,000**
A	*25,001 to 38,000*
B	*12,001 to 25,000*
C	*Less than 12,000*

**The classification of vessels in excess of 38,000 power tons shall be the subject of negotiations between the parties.*

6. "LBD" Information. Within two (2) months after signing this Agreement, each Company shall furnish the Organization with the following information for each of its vessels and such information shall be kept up to date:

Length, Breadth and Depth (LBD) of each vessel as defined by the Intergovernmental Maritime Consultative Organization (IMCO) Treaty which defines the new admeasurement of a vessel's gross tonnage. The Organization agrees that should ratification of the Convention be implemented during the life of this Agreement, any changes in tonnage shall not change the wage scales in effect at that time.

SECTION VIII. WAGES AND EARNINGS

1. Specified Wages. Officers of the rank classifications hereby designated (or equivalent rank qualifications, regardless of what titles may be used by the respective Company), shall be paid the monthly wages, non-watchstanding allowance and overtime rates incorporated in this Agreement as Schedule "A" together with subsistence, quarters, maintenance and cure, as customary.

The minimum, or starting monthly wage for all officers, on mechanized, semi-mechanized, retrofit and diesel vessels shall be ten (10%) percent higher than on conventional vessels of the same class, provided that the wage rate of the Master shall never be less than twenty-five ($25.00) dollars in excess of any other member of the crew. For the purposes of this Agreement, all mechanized, semi-mechanized, retrofit and diesel vessels shall be considered to be not less than Class C for wage purposes.

2. Commencement of Wages. Wages shall commence the day of dispatch by the Organization as requested by the Company, provided that he reports as ordered on the date specified by the Company and is not rejected for just cause. In no case shall the Officer be required to report to a medical examiner, a Company office, vessel, or any other place designated by the Company prior to his commencement date on the payroll. (The wage and dispatch procedures under the 1969-1972 Agreement shall continue to be applied under this paragraph for PMA vessels).

3. Reduction of Wage Prohibition. No Officer who receives a monthly wage rate higher than prescribed shall suffer a reduction in his monthly wage, provided that said Officer remains in the same position with the same Company on a vessel in the same class.

4. Length of Service Increases. In any instance where an established length of service wage increase arrangement is in effect, increases above the rate specified in Schedule "A" may be paid in accordance with the provisions of such arrangement.

5. Non-watchstanding Allowance and Equivalent. Each non-watchstanding Licensed Deck Officer whose normal hours of duty at sea are forty (40) hours per week and each Master and Staff Captain, if carried, shall receive a sum designated as non-watchstanding allowance in addition to their monthly wage.

Non-watchstanding allowance is computed by dividing the monthly base wage by twenty-one and two-thirds (21-2/3) and multiplying the result by six point zero six seven (6.067). This same formula shall be used to determine the non-watchstanding equivalent for watchstanding Officers.

The non-watchstanding allowance or equivalent shall be added to the monthly base wage of the Officer for the purpose of computing vacation benefits, bonuses and unearned wages.

6. Base Hourly Wage. The base hourly wage for Licensed Deck Officers shall be computed by dividing the base monthly wage (excluding non-watch allowance or equivalent) by one hundred and seventy-three point three (173.3).

The figure is derived by multiplying fifty-two (52), [the number of weeks in a year], by forty (40) [five (5) days per week times eight (8) hours per day], and dividing the results by twelve (12), [number of months in a year].

7. Division of Wages. When a vessel is in commission with less than the manning scale required under this Agreement, for the period of time the vacancy is not filled in accordance with the prescribed hiring procedures, regardless of the reason, the following shall apply:

a. Any non-watchstanding Licensed Deck Officer required to stand watches will continue to receive his non-watchstanding allowance; he will be paid his overtime, premium time or penalty rate on the same basis as any watchstander.

b. In the event of the promotion of a watchstanding Licensed Deck Officer to a non-watchstanding vacancy, the Officer promoted shall receive the wages, non-watchstanding allowance, and contributions on his behalf shall be made to the several MM&P Plans at his new rate. Overtime for work performed shall be paid in accordance with Section XI.

c. The wages for the missing Licensed Deck Officers shall be paid to an MM&P Special Pension or Welfare Fund.

8. Legal Appearances. In the event a Licensed Deck Officer appears at the request of the Company in any matter involving taking of depositions, pre-trial hearings, testimony as an expert witness or trial witness, or testimony before civic committees, he shall receive wages and reasonable living and travel expenses. Contributions to the MM&P Plans shall be made in his behalf and these days shall be considered covered days of employment.

9. Cash Advance. A Licensed Deck Officer requesting a draw in a foreign port shall be entitled to the same either in cash in U. S. money or in travelers' checks, except where prohibited by local law. He shall be entitled to one-half of his net earnings after all deductions. Draws shall be issued no later than twenty-four (24) hours prior to arrival.

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10. Reporting of Earnings. When permitted by law and the appropriate mechanisms can be worked out, earnings shall be reported on the Officer's W-2 Form so income may be credited in the calendar year earned.

Whenever possible, payrolls shall be terminated and the Licensed Deck Officers paid on the 31st of December. If at sea on foreign articles, and the appropriate mechanisms referred to above have not yet been worked out, the maximum allotment and the cash and slops advances permitted by law shall be afforded on request, and a separate notation made on the Officer's pay voucher specifying the amounts actually received by the 31st of December.

11. Tax Deductions. Deductions for F.I.C.A., Federal Income Taxes, and State payroll or disability taxes shall not exceed the amounts specified by law. Federal income taxes shall be withheld as either a percentage of earnings or on the basis of the Officer's declared legal dependents as specified by his signed W-4 form.

12. Monies Due. All unclaimed monies at time of payoff and all monies due an Officer after payoff resulting from resolved disputes shall be sent directly to the Licensed Deck Officer by the Company with a copy of the letter of transmittal and a copy of the voucher which shall indicate the reason for payment sent to the appropriate office of the Organization.

The Company will furnish the Headquarters Office of the Organization, quarterly, no less than six (6) copies of the list setting forth name of the Licensed Deck Officers and the sums of monies due that have not been paid in accordance with the foregoing.

(SCHEDULE "A")
WAGE RATES FOR DRY CARGO/PASSENGER VESSELS
Effective June 16, 1972

CLASS A-4	Base Wage	Hourly Rate	Nonwatch
Master	$2,835.90	$24.55	$793.97
Staff Captain	2,020.78	17.49	565.87
1st Officer	1,550.20	13.43	434.09
2nd Officer	1,310.69	11.34	366.99
3rd Officer	1,071.18	9.27	299.95
CLASS A-3			
Master	2,596.65	22.48	726.99
Staff Captain	1,865.97	16.16	522.49
1st Officer	1,384.38	11.99	387.62
2nd Officer	1,206.29	10.44	337.75
3rd Officer	1,028.19	8.90	287.88
CLASS A-2			
Master	2,443.37	21.15	648.07
1st Officer	1,251.19	10.83	350.37
2nd Officer	1,129.56	9.78	316.27
3rd Officer	1,007.91	8.73	282.24
CLASS A-1			
Master	2,295.70	19.87	642.73
1st Officer	1,210.31	10.47	338.90
2nd Officer	1,098.92	9.51	307.72
3rd Officer	987.54	8.55	276.53
CLASS A			
Master	2,147.80	18.59	601.32
1st Officer	1,165.89	10.10	326.47
2nd Officer	1,056.33	9.15	295.77
3rd Officer	946.77	8.19	265.13
CLASS B			
Master	2,053.30	17.77	574.87
1st Officer	1,115.44	9.66	312.33
2nd Officer	1,012.23	8.76	283.45
3rd Officer	909.01	7.88	254.51
CLASS C			
Master	1,957.31	16.94	547.99
1st Officer	1,074.71	9.30	300.92
2nd Officer	971.49	8.42	272.04
3rd Officer	868.27	7.52	243.10
CLASS D			
Master	1,957.31	16.94	547.99
1st Officer	1,054.40	9.12	295.22
2nd Officer	951.16	8.24	266.34
3rd Officer	847.92	7.34	237.40
CLASS E			
Master	1,957.31	16.94	547.99
1st Officer	1,034.00	8.96	289.52
2nd Officer	930.81	8.06	260.64
3rd Officer	827.61	7.17	231.76

WAGE RATES FOR MECHANIZED, SEMI-MECHANIZED, DIESEL AND RETROFIT VSSSELS
Effective June 16, 1972

CLASS A-4	Base Wage	Hourly Rate	Nonwatch
Master	$3,119.50	$27.00	$873.37
Staff Captain	2,222.86	19.25	622.41
1st Officer	1,705.22	14.76	477.47
2nd Officer	1,441.76	12.48	403.70
3rd Officer	1,178.31	10.20	329.92
CLASS A-3			
Master	2,856.32	24.72	799.69
Staff Captain	2,052.57	17.76	574.73
1st Officer	1,522.82	13.19	426.39
2nd Officer	1,326.92	11.49	371.54
3rd Officer	1,131.01	9.80	316.70
CLASS A-2			
Master	2,674.99	23.15	748.92
1st Officer	1,376.31	11.91	385.38
2nd Officer	1,242.51	10.76	347.94
3rd Officer	1,108.71	9.60	310.45
CLASS A-1			
Master	2,525.27	21.86	707.01
1st Officer	1,331.34	11.52	372.82
2nd Officer	1,208.81	10.47	338.48
3rd Officer	1,086.29	9.41	304.20
CLASS A			
Master	$2,362.58	$20.45	$661.46
1st Officer	1,282.47	11.10	359.11
2nd Officer	1,161.96	10.05	325.37
3rd Officer	1,041.45	9.02	291.64

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CLASS B			
Master	2,258.68	19.55	632.36
1st Officer	1,226.98	10.62	343.57
2nd Officer	1,113.45	9.63	311.78
3rd Officer	999.92	8.66	279.99
CLASS C			
Master	2,153.04	18.64	602.79
1st Officer	1,182.19	10.23	331.02
2nd Officer	1,068.64	9.26	299.22
3rd Officer	955.09	8.27	267.43
CLASS D			
Master	2,153.04	18.64	602.79
1st Officer	1,159.84	10.04	324.77
2nd Officer	1,046.27	9.06	292.98
3rd Officer	932.70	8.07	261.18
CLASS E			
Master	2,153.04	18.64	602.79
1st Officer	1,137.40	9.84	318.46
2nd Officer	1,023.89	8.87	286.73
3rd Officer	910.37	7.88	254.94

Port Relief Officer Hourly Rates*

Dry Cargo and Passenger Vessels	$8.17
Mechanized, Semi-Mechanized, Retrofit and Diesel	$8.99

*Also Rate paid for Travel Time as specified in various Port travel memoranda.

TANKER VESSELS

Power Tonnage	Base Wage	Hourly Rate	Nonwatch
Class A-1—*38,001 and over			

*Section VI, Subsection 5. "The classification of vessels in exces of 38,000 power tons shall be the subject of negotiations between the parties."

Class A—25,001 to 38,000			
Master	$2,079.73	$18.00	$582.34
Chief Officer	1,314.91	11.39	368.21
Second Officer	1,162.76	10.07	325.62
Third Officer	1,010.60	8.75	282.96
Class B—12,001 to 25,000			
Master	$1,896.16	$16.41	$530.94
Chief Officer	1,226.39	10.62	343.39
Second Officer	1,090.32	9.44	305.29
Third Officer	954.23	8.27	267.19
Class C—12,000 and Under			
Master	$1,865.19	$16.14	$522.27
Chief Officer	1,195.49	10.35	334.78
Second Officer	1,060.65	9.18	296.93
Third Officer	925.79	8.01	259.24

Port Relief Officer

Hourly Rate	$9.20
Minimum	$64.40

SECTION IX. SIGN-ON AND PAYOFF PROCEDURES

The Parties agree to provide a standard sign-on and payoff procedure that will provide the following:

1. Sign-Ons and Payoffs. All sign-ons and payoffs of voyage articles or payrolls shall be scheduled, insofar as practical, on a working day between the hours of 0800 and 1700.

a. An Officer required to report on his scheduled day off, will be deemed to have not been granted the day off.

b. An Officer called out or called back on a weekend or holiday for the sole purpose of signing on or paying off, shall be paid premium time for such reporting, except on vessels where sign-on or payoff cannot be practically accomplished at some other time.

c. An Officer called out or called back to assist the Shipping Commissioner, the Company Labor Relations representatives or Paymaster in the sign-on or payoff procedure during normal off-duty hours will be compensated at his overtime rate in lieu of the premium rate previously described.

d. Sign-on or payoff of Licensed Deck Officers shall not be delayed by disputes involving the Company and any other Union not representing them for collective bargaining purposes. Off-duty Officers shall be compensated for violations of this provision by the payment of premium rate if not being otherwise compensated.

e. In the event a vessel signs on articles near the end of a 31-day month and the vessel is not scheduled to sail prior to the first day of the next month, the payroll for the new voyage shall be broken into two parts. The first part shall reflect and give full credit for each remaining day of the 31-day month. The second part would reflect the rest of the voyage beginning with the first day of the following month and terminating on the day of arrival or subsequent day at the final port of payoff. The two part payroll shall be paid off on a single voucher.

f. The settling of grievances at the payoff shall not be the responsibility of the Master or the Licensed Deck Officers. ***(TANKERS—This shall not preclude the Master or other Licensed Deck Officer from stating the facts of the matter either verbally or in writing and his participation shall be limited to that extent.)***

g. ***TANKERS. Notwithstanding any other specific prohibition against clerical work, when payoffs or sign-ons are unable to be accomplished by a Staff Officer, by shoreside personnel provided by the Company or as described in Section XI, subsection 11, the Master shall perform this duty and shall be compensated at the rate of $12.50 per hour which shall be in addition to any other compensation payable.***

2. Payoff on Termination of Employment

a. Dismissal or Termination of Employment. When a Licensed Deck Officer is dismissed or his employment is terminated, all monies due shall be paid in the following manner:

i. On vessels arriving on or before 1200, he shall be paid prior to 1700 that day. Non-negotiable instruments or Company check shall be furnished if he is not paid prior to 1400.

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ii. On vessels arriving after 1200, he shall be paid not later than 1200 of the following day.

b. Voluntary Termination of Employment. A Licensed Deck Officer requesting of the Master or Senior Deck Officer in charge that he be terminated shall be paid all monies due in the following manner:

i. On other than day of departure, when not on foreign articles, Officers requesting termination prior to 1400 shall be paid off that day. If such prompt notification is not given, he shall be paid no later than 1200 of the following day. On days of departure, Officers requesting termination at least three (3) hours prior to scheduled sailing time, shall be paid off that day. If such three-hour notice is not given, present practice shall prevail.

c. Delayed Payoff. If a payoff scheduled for the day preceding a holiday or weekend is not completed by 1400 or 1700 when non-negotiable instruments are being furnished, or in the case of Officers being dismissed, resigning or otherwise having their employment terminated, has not been completed within the time limits specified in (a) or (b) above, or in the event of discharge if proper notice has not been given in accordance with Section XII-1, then the Officer shall not be required to accept payoff if tendered after the times specified, but instead, may request the payoff be made on the following work day with continuous wages and board and lodging unless furnished by the Company through and including the day of payoff.

3. Statement of Account. Prior to payoff, the Company shall give the Officer a statement specifying the number of days (including bonus days, if any), allotments paid, and slop chest and cash advances, covered by the payoff; and the number of overtime, premium and penalty hours to be paid immediately. At the time of payoff, if the Company disputes any claim for wages, overtime, or other payment required under the Agreement, it shall furnish a statement showing the payments disallowed and the reason for disallowance. A copy of this statement shall be given to the Licensed Deck Officer and a copy shall be provided to the Organization's office which has jurisdiction over the port.

Failure to furnish such written statement or the furnishing of a statement which fails to set forth the facts shall presumptively establish that the claim is valid.

4. Pay Voucher Specifications. All pay vouchers or envelopes for the regular licensed Deck Officers and all pay vouchers for Port Relief [illegible]s must be legible and contain the ship's name, the Company's name, voyage number, and dates of payroll period.

5. Optional Payment by Check. Licensed Deck Officers shall have the option of requesting, no later than forty-eight (48) hours prior to arrival at port of payoff, that a specific dollar sum of his net wages due shall be paid. *(TANKERS ONLY—at the Company's option by non-negotiable instrument or)* by Company check, provided however, that he shall not be permitted to ask for an amount in excess of ninety (90%) percent of his net wages due.

6. Master's Account. The Master shall be paid all monies due at the time of crew payoff. All earnings shall be payrolled and the Master's accounts shall be settled at this time.

7. Claims Subsequent to Payoff. Except when prevented by a cause beyond his control, all claims presented subsequent to the payoff must be made by the Officer or his authorized representative within fifteen (15) days after payoff, and are to be presented in writing with a copy to the Organization. In the event the Company does not respond to such claim in writing within fifteen (15) days after receipt, the claim will be presumed to be on the Licensed Personnel Board agenda, unless withdrawn by the Licensed Deck Officer or the Organization.

SECTION X. SHIPPING ARTICLES

1. Clerical Work. All clerical work connected with the opening and termination of Articles shall be performed by the Staff Officer or by shoreside personnel provided by the Company. When, under extraordinary circumstances, shoreside personnel are not provided, or when Staff Officers are not carried, the Master or the Licensed Deck Officer he assigns, may be required to perform this work.

2. Pay-Off Under Articles. A Licensed Deck Officer on Intercoastal or Coastwise Articles shall be paid off on request, and when on foreign articles in a U. S. port shall be paid off upon request provided a replacement is available in accordance with Section II of this Agreement and he shall not be entitled to transportation.

3. Scope of Articles. Articles shall contain an appropriate notation to the effect that the provisions of this Agreement shall be, and be deemed to be, incorporated in and part of the voyage Articles.

4. Limitation of Time. Licensed Deck Officers shall not be required to sign articles for a period of more than one hundred and eighty (180) days without the prior consent of the Organization.

5. One-Way Articles. Articles for an intended one-way voyage of a vessel shall be subject to special negotiations. The provisions of any such one-way articles executed with any Company signatory to this Agreement, may be referred to as a guide for such special negotations. If the parties fail to reach agreement, the Arbitrator shall determine the Articles and the appropriate provisions of such articles.

SECTION XI. ADDITIONAL COMPENSATION

For all time that Licensed Deck Officers, excluding the Master, are required to be available for duty — at sea and for all time that all Licensed Deck Officers are required to be available for duty in port in excess of eight (8) hours in any one day, or in excess of forty (40) hours in one week (any hours in excess of eight (8) hours in one day for which wage-related overtime is paid shall not be included in such computation) or on Saturdays, Sundays or holidays, wage-related overtime shall be paid. *(This shall also be applicable to tankers except as otherwise provided in this Agreement.)*

1. Rates of Additional Compensation. The rates payable for additional compensation when required by this

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Agreement shall be as follows:

a. Overtime: The overtime rate shall be one and one-half (1½) times the Officer's base hourly wage as derived from the formula described in Section VIII.

b. Premium: The premium time rate is four dollars twenty-three ($4.23) cents per hour.

c. Penalty: The penalty rate is six ($6.00) dollars per hour.

2. Application of Rates

a. Not less than one (1) hour's overtime, premium time, or penalty rate shall be paid for any such work performed.

b. Overtime, premium time or penalty rate worked in excess of one (1) hour shall be paid for to the next hour period following.

c. Time shall commence when called to perform such work provided the Officer reports within the half-hour specified, otherwise time shall commence when he reports.

d. If the interval of time between two periods of overtime, two periods of premium time or two periods of penalty rate work is less than two hours, continuous overtime, premium time or penalty rate shall be paid.

3. Minimum Call Out. A Licensed Deck Officer off duty called out or called back in port for any reason other than shifting or hauling, shall be paid a minimum of two (2) hours' additional compensation. He shall be paid four (4) hours, if the call out or call back is on a Saturday, Sunday or holiday. Minimum call out provisions at sea shall remain the same. Call out minimums will not apply to undocking at time of departure for sea.

4. Ordering Work

a. When overtime, premium time, or penalty rate work is to be performed by Deck Department personnel, it shall be ordered by the Department Head (Chief Officer) or the Senior Licensed Deck Officer on duty, under the authority of the Master. A recap of all overtime or penalty rate work performed shall be submitted weekly on a form to be provided by the Company to the Department Head or to the Master in the event the work was performed by the Department Head, to be checked and returned to the Licensed Deck Officer in a timely manner. Any items in dispute shall be noted with the reason for disputing at the time the sheets are returned to the Licensed Deck Officer.

5. When Payable

a. At Sea—Overtime. Licensed Deck Officers (except the Master) shall receive overtime at sea for all watches stood and for all work performed:

i. Off watch or outside of their regularly scheduled duty hours, Monday through Friday inclusive, or

ii. On Saturdays, Sundays, and holidays, or

iii. In excess of the first regularly assigned eight (8) hours' duty.

iv. If otherwise specified in this Agreement.

b. In Port — Overtime. Licensed Deck Officers shall receive overtime in port for all time they are required to remain aboard available for duty and for all watches stood or work performed:

i. Off watch or outside of their regularly scheduled duty hours, Monday through Friday, inclusive, or

ii. In excess of the first regularly assigned eight (8) hours' duty except as otherwise provided in this Agreement, or

iii. On Saturdays, Sundays, and holidays, or

iv. Between the hours of 1700 and 0800, Monday through Friday, inclusive, in non-foreign ports.

v. If otherwise specified in this Agreement.

c. Premim Time — At Sea. On dry cargo ships and only those tank ships engaged in the grain or dry bulk trade, premium time shall be payable at sea from Monday through Friday inclusive for:

i. Regular watches stood by watchstanding Officers in excess of the first eight (8) hours' work, including periods of overtime, but excluding supper relief.

ii. Work performed during regularly assigned hours of duty by nonwatchstanding Officers (excluding the Master) in excess of the first eight (8) hours' work, including periods of overtime.

iii. Mooring or unmooring or transitting locks during periods of tying up and letting go on watch.

d. Premium Time—In Port. Premium time shall be payable from Monday through Friday inclusive, in Port, for:

i. Routine night watches in foreign ports from 1700 to 0800.

ii. Dry Cargo Only—Work performed in excess of the first eight (8) hours worked in one day, including periods of overtime from midnight to midnight in U.S. ports where Port Relief Officers are available.

e. Premium Time—Other Applications. Premium time shall be payable at any time an Officer:

i. Is required to work in lieu of his required rest period or is not permitted an unbroken meal hour as they are described in Section XIX, and such payment shall be in addition to any other compensation payable, except on tankers as otherwise provided in this Agreement.

ii. Is confined to the vessel under conditions described in Section XV.

iii. Standing a sea watch on the bridge is relieved to perform duties not immediately connected with the vessel's navigation such as reading temperatures, acting as a messenger, searching for stowaways or contraband, etc. This shall apply from the time "standby" is rung on the telegraph until "Finished with Engines" is rung. This payment of premium time shall be in addition to any other compensation payable.

iv. Is entitled to a premium payment under the delayed sailing provisions of Section XIII.

v. Is due additional compensation at the premium time rate as may be specified elsewhere in this Agreement.

f. Penalty Rate. The penalty rate shall be applicable as specified elsewhere in this Agreement.

6. Drills. When lifeboat or other drills are held in port or at sea on Saturdays, Sundays or holidays, overtime shall be paid for such drills except where required by law on days of departure and held within the time specified by law.

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7. Work on Watch Below. Authorized work the Licensed Deck Officers routinely and traditionally do during off-watch hours (for example, navigational problems, making weather maps, chart correction and filing, gyro compass maintenance, winding of clocks, clerical work, handling the Company slop chest, safety or cargo conferences, medical duties, and so on) shall be paid for at the overtime rate when performed during overtime hours.

8. Relieving for Meals. Supper relief when stood by a watchstanding Officer shall be paid for at the overtime rate.

9. Medical Duties. When a Licensed Deck Officer is assigned to act as Medical Officer and maintain the Medical Log, he shall receive additional compensation in the form of two (2) hours' overtime for each week or portion thereof that he so serves. Work performed of a medical nature during off-duty hours shall be paid for at the overtime rate and shall be supported by entries in the Medical Log which shall indicate dates and times of services. (Past Company practice to be continued on tankers.)

10. Slop Chest Duties. Licensed Deck Officers may be required to supervise the loading of slop chest stores and to check same aboard during regular duty hours without the payment of additional compensation, but they shall not prepare starting or terminating inventories, nor shall they sell slop chest items to crew members on behalf of the Company without the payment of overtime during off-duty hours. If required to perform these duties during regular duty hours, they shall receive the premium rate described in this Section.

11. Clerical Work. When a Purser is not carried, the Master shall not do clerical work except for work required in his executive capacity, such as:

a. official logbooks
b. reports required by law
c. voyage letters
d. any confidential reports

TANKERS: All clerical work not specifically required for the administration of a particular department other than the deck department shall be performed by a Licensed Deck Officer designated by the Master, if a qualified Licensed Deck Officer is reasonably available. It is the intent such clerical work shall be performed during regular duty hours and the premium rate described in this section shall be payable. In the event that clerical work such as relates directly to the Master's financial responsibility is unable to be assigned to another Officer, the Master may be required to perform the necessary work and shall be compensated at the rate of $12.50 per hour regardless of when performed and shall be in addition to any other compensation payable under this Agreement.

12. Waiving of Overtime. At the commencement of a voyage or at the commencement of a pay period, a Licensed Deck Officer who is part of the complement of a vessel shall have the option to waive overtime payments during said voyage or pay period and, in lieu thereof, accrue additional days of vacation. Such days of vacation shall correspond to the amount which he would have earned as overtime, divided by the daily vacation benefit of the Employee, plus the Company's daily pension contribution for said vacation day. Said additional vacation shall be taken by the Employee immediately following a vacation period.

The Parties shall meet to establish procedures for the implementation of this provision, and the circumstances under which it can be exercised.

13. Prohibition Against Duplication or Pyramiding. Duplication or pyramiding of overtime, premium time or penalty rate payments shall not be permitted except as may be specifically provided for elsewhere in this Agreement.

14. Master's Additional Vacation and/or Compensation. The parties reaffirm that, in accordance with the customs and traditions of the sea, the command responsibility of the Master shall not be limited in any way through the application of the concept of normal hours of duty while at sea. However, the principle of the eight (8) hour day in port shall apply to the Master and his normal hours of duty shall be between the hours of 0800 and 1700, Monday through Friday, inclusive.

If the Master is required to be available for duty in any port on Saturdays, Sundays or holidays or between the hours of 1700 and 0800 on Monday through Friday, inclusive, he shall receive compensation in cash at the rate prescribed in subsection 1 (a) only for any time in excess of forty (40) hours for such duty. Said forty (40) hours' base shall be calculated on a pro rata basis for each thirty (30) day period of covered employment and the pro rata shall apply only when the Master is leaving the vessel for a leave of absence or termination of employment.

For each eight (8) hours earned in accordance with the above paragraph, the Master shall have the option to accrue one (1) extra day of vacation, which shall be a covered day of employment. If the Master elects to receive the compensation in cash, payment shall be made through the Vacation Plan when he submits the appropriate vouchers.

SECTION XII. HOURS OF LABOR AT SEA AND IN PORT

At Sea—All Vessels

1. Watchstanding Officers. Four (4) consecutive hours shall constitute a watch for Licensed Deck Officers. Two (2) such watches shall constitute a day's work.

2. Day Working Officers. The normal hours of duty for day working Licensed Deck Officers shall be between 0800 and 1200 and 1300 to 1700, Monday to Friday, inclusive.

3. No Variation of Sea Watches. On day of departure, after sea watches are set, there shall be no variation of the traditional standing of sea watches of four (4) hours on and eight (8) hours off.

4. Supper Relief

a. On ships manned by three (3) watchstanding Licensed Deck Officers, the Second Officer and Third Officer will alternate relieving for supper.

b. On ships manned by four (4) or more watchstanding Licensed Deck Officers, the two Third Officers will

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alternate relieving for supper. On all passenger vessels, the present practice for relieving for supper shall be continued.

5. Watch Assignments. The purpose of this Section is to give security and status to the Licensed Deck Officer. Only if mutually agreeable to the Licensed Deck Officer concerned, may the following schedule be varied; except that under circumstances of illness or incapacity the Master may temporarily shift the watches.

a. On ships manned by three watchstanding Licensed Deck Officers, or on tankers manned with a watchstanding Chief Officer in lieu of one of the two required Third Officers:

i. Third Officer shall stand 8-12 watch
ii. Second Officer shall stand 12-4 watch
iii. Chief Officer shall stand 4-8 watch

b. On ships manned by four or more Licensed Deck Officers (excluding Master):

i. Third Officer shall stand 8-12 watch
ii. Third Officer shall stand 12-4 watch
iii. Second Officer shall stand 4-8 watch.

c. With respect to the choice of watches between the two Third Officers, preference shall be given to the Third Officer with seniority on the vessel.

d. When a vessel, other than passenger vessels, does sail shorthanded, the Chief Officer, who is normally a non-watchstander, must stand the 4 to 8 sea watch.

i. This subsection shall not apply to the Alaska Trade in those Companies where customs has been to the contrary.

In Port—Dry Cargo and Passenger Vessels

1. Normal Port Hours. The normal hours of labor while a vessel is on port time for day working Licensed Deck Officers shall be between 0800 to 1200 and 1300 to 1700, Monday through Friday, excluding holidays.

2. Avoidance of Split Shift. On arrival day, a watchstanding officer who has worked at any time between midnight and 0800 (including periods of overtime), but who has not completed his eight hour day, shall, if he wishes, be assigned to complete his work day commencing at 0800. But in a foreign port, no such assignment shall be required of the Officer who has the 1600 to midnight watch on arrival day. The purpose of this paragraph is to prevent a split shift assignment of watchstanding Officers on arrival day in order to complete their eight-hour day.

3. Routine Port Watches Abroad. At all times when port time is in effect in foreign ports, routine watches between 1600 and 0800 shall be assigned to the regular watchstanding Officers. Watches so assigned shall be considered the Officers' normal day's work.

During the course of a voyage, it shall be the duty of the Chief Officer to assign the routine night watches in such a rotational manner so as to insure a reasonably equal division of night port watch earnings for the Licensed Deck Officers. No watches so assigned shall create an additional obligation for payment of overtime as opposed to premium time. The Chief Officer shall stand port day watches on Saturdays, Sundays and Holidays when cargo operations are involved.

4. Cargo Activity—Arrivals/Departures. On vessels of Classification "B" and above, in all ports, no less than two (2) watchstanding Licensed Deck Officers are to be on duty and on deck for the first hour after the vessel has commenced cargo activity and the last hour prior to completion of cargo activity when more than three (3) gangs are involved.

In Port — Tankers

a. Eight (8) hours shall constitute a day's work. A day shall be reckoned from midnight to midnight. The normal hours of labor while port time is in effect, shall be between 0800 and 1700 from Monday through Friday, inclusive, except as otherwise provided in this Section.

Where a Licensed Deck Officer works in excess of eight (8) hours in one day, i.e., midnight to midnight, even though part of work shall be performed at sea and part in port, he shall be paid overtime for such hours worked in excess of eight hours in said one day, except as otherwise provided in this Section.

b. Overtime shall be paid (1) for all work performed in port on Saturdays, Sundays and recognized holidays; (2) for all for work performed in port, including the standing of routine watches in excess of eight (8) hours per day and (3) for all work performed in domestic ports between 1700 and 0800, Monday through Friday, inclusive, except as otherwise provided in this Section.

c. Premium rate shall be paid for standing routine watches in foreign ports between 1700 and 0800, Monday through Friday, inclusive.

d. After a vessel has arrived in all ports (foreign and domestic) and port time is in effect, only one of the regular Licensed Deck Officers shall perform the work necessarily required on weekdays during normal operations between the hours of 0800 and 1700. The expression "one of the regular Licensed Deck Officers" shall mean that one and the same man only will be aboard for the entire time between 0800 and 1700. The other Licensed Deck Officers are to be permitted to go ashore (if the regulations of the port do not prohibit shore leave and/or excused).

When the vessel's stay in a foreign port is 24 hours or more the watches after 1600 and before 0800 shall be arranged in approximately 8 hour periods. These watches shall be divided as equally as possible between the watchstanding Licensed Deck Officers.

To comply with this Section a Rotation Schedule must be adopted amongst the Licensed Deck Officers. First, it is up to the Licensed Deck Officers on each vessel to determine the order in which they will take their respective turns to remain on duty as the vessel arrives in successive ports. Second, it is the responsibility of the Master to enforce the schedule of rotation as agreed amongst the Licensed Deck Officers. This is to mean that the Master will make the necessary assignment for the day watch in accordance with the agreed schedule. In the event the Licensed Deck Officers are unable to agree upon a schedule, the Master shall designate it.

The Chief Officer in all ports (domestic and foreign) shall not be in the rotation. His normal workday shall remain between the hours of 0800 and 1700. For any work

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in excess of three consecutive hours during that period, he shall be paid overtime. For any work outside his normal work day, he shall also be paid overtime, irrespective of application of the prior sentence. However, when a vessel's expected stay in a foreign port is more than 48 hours, the Chief Officer will be included in the rotation schedule.

It should be particularly noted that the Licensed Deck Officer who has stood the watch between 0800 and 1700 hours has worked a total of nine (9) hours. No overtime or penalty meal hour is payable for the one (1) hour in excess of eight (8) hours. Another point to remember is that on days of arrival and departure, the watchstanding Licensed Deck Officer by virtue of the Rotation Schedule could conceivably work thirteen (13) hours between midnight and midnight. As an example, let us assume that the 12 to 4 watch on arrival day was due for the day watch in accordance with the Rotation Schedule. Between midnight and midnight of arrival day he will have worked from 0000 to 0400 for four (4) hours. In addition to this, he will have worked from 0800 to 1700 hours for (9) hours for a total of thirteen hours. Overtime would have to be paid from 1300 to 1700 hours, four (4) hours.

[Vessels engaged in the Coastwise West Coast Trade including Alaska—When vessels are engaged in the Coastwide West Coast trade including Alaska, the Chief Officer shall work three consecutive hours in port between the hours of 0800 and 1700, Monday through Friday, without the payment of overtime or premium time except for that premium time payable in lieu of a rest period for hours worked between midnight and 0800 when a rest period cannot be granted between the hours of 0800 and 1700. Such three consecutive hours of work shall not be considered in computing excess of eight hours' work in any one day. Similarly, the Licensed Deck Officers assigned in rotation between 0800 and 1700 Monday through Friday shall not receive overtime or premium time except for that premium time payable in lieu of a rest period for hours worked between midnight and 0800. Such period of work from 0800 to 1700 shall not be considered in computing excess of eight hours' work in any one day except on days of departure and only for that period after 1700 hours on regularly assigned sea watch.]

If it is necessary under the foregoing circumstances to have an extra Licensed Deck Officer aboard between 0800 and 1700, the extra man aboard (the Licensed Deck Officer whose turn it is to be ashore) will be paid overtime for all work performed during these hours. The Master shall decide who the additional Licensed Deck Officer shall be in the event such additional Licensed Deck Officer is required.

This subsection does not restrict the Company from utilizing the services of all the Licensed Deck Officers while the vessel is in the shipyard or in a state of emergency repairs. At such time, the full complement of Licensed Deck Officers or any part thereof may be used.

e. When the ship's Deck Officers are assigned to a routine night, weekend, or holiday watch, they shall not be required to perform regular maintenance repair work except which may be occasioned due to a mechanical failure occurring during such night, weekend or holiday watch.

SECTION XIII. SEA WATCHES

1. Setting of Sea Watches.

DRY CARGO: On days of departure from non-foreign ports, sea watches shall be set at the time of sailing, but not later than noon. Port Relief Officers shall be retained until the vessel sails. On days of departure from foreign ports, sea watches shall be set at 0000 (midnight) on day of sailing.

TANKERS: On days of departure sea watches shall be set at the time of sailing.

2. Breaking of Sea Watches.

a. DRY CARGO: In non-foreign ports, sea watches shall be broken one (1) hour after the vessel is securely anchored, moored or made fast to the dock; in foreign ports, sea watches shall be broken one (1) hour after the vessel is securely anchored, moored or made fast to the dock where the vessel is to remain in excess of twenty-four (24) hours.

TANKERS: Sea watches shall be broken one (1) hour after the vessel is securely anchored, moored or made fast to the dock.

b. DRY CARGO and *TANKERS*: Port time conditions shall apply whether or not watches are broken.

3. Sailing Board Requirements

a. Licensed Deck Officers will be informed by means of a sailing board as to the scheduled departure of the vessel. The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less.

b. When the vessel's stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to scheduled sailing, if before 2400. If scheduled sailing is between 0000 and 0800, sailing time shall be posted not later than (Dry Cargo-1600; *Tanker-1700*). When the vessel arrives on a weekend between (Dry Cargo-1600; *Tanker-1700*) Friday and 0800 Monday, and is scheduled to sail prior to 0800 Monday, the sailing board shall be posted not later than one (1) hour after arrival. When a vessel is scheduled to sail on a weekend between (Dry Cargo-1600; *Tanker-1700*) Friday and 0800 Monday, the sailing board shall be posted no later than (Dry Cargo-1600; *Tanker-1700*) Friday.

c. It is agreed as part of the sailing board clause in (b) above, that if Friday is a holiday, the sailing board shall be posted not later than (Dry Cargo-1600; *Tanker-1700*) Thursday. Similarly, if Monday is a holiday, then the following Tuesday shall be substituted in lieu of Monday.

d. Licensed Deck Officers shall be required to report on board and be available for duty (1) hour before time posted on sailing board.

e. If the vessel's departure is delayed and the delay is due to cargo activity, bunkering, or taking stores, the new time of departure shall immediately be posted on the board and if such delay exceeds (Dry Cargo-one (1); *Tanker-two*

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(2) hour(s), the Licensed Deck Officer off duty shall be dismissed and shall receive two (2) hours' premium time for such reporting. In the event the sailing board is changed to a new sailing time, the Licensed Deck Officer on duty at the time the board is changed, shall not be entitled to a delayed sailing penalty. The same requirements as to premium payments apply to the watch on duty on weekends and holidays.

f. DRY CARGO: If the sailing board has not been reposted and if the vessel does not sail within one (1) hour after the original scheduled sailing time, Licensed Deck Officers off duty shall, in addition to the two (2) hours' premium time for reporting back, receive continuous premium time pay from the original scheduled sailing time posted until the board is reposted or until the vessel's lines are cast off or the anchor is aweigh, if at anchor. In the event that a Licensed Deck Officer on duty is relieved during this period of delayed sailing, then he shall be considered an off-duty Licensed Deck Officer and shall receive continuous premium time pay from the time he is relieved of duty until departure time.

For sailing board purposes, "departure time" shall mean "last line off dock" or "anchor aweigh" or "secured for sea" in the case of barge carriers.

f. TANKER: If the sailing board has not been reposted and if the vessel does not sail within two (2) hours after the original scheduled sailing time, Licensed Deck Officers off duty shall receive continuous premium time pay from the original time of reporting aboard in accordance with the requirement of 3(d) of this Section until the board is reposted or until the vessel's lines are cast off or the anchor is aweigh, if at anchor. In the event that a Licensed Deck Officer on duty is relieved during this preiod of delayed sailing, then he shall be considered an off-duty Licensed Deck Officer and shall receive continuous premium time pay from the time he is relieved of duty until departure time.

For sailing board purposes, "departure time" shall mean "last line off dock" or "anchor aweigh" or "secured for sea" in the case of barge carriers.

g. It is agreed that the premium time rate applicable for failure to comply with any provision in this Section shall be payable to the Master on the same basis as the Licensed Deck Officers.

h. If a Licensed Deck Officer is required to work after having reported back for the sole purpose of sailing, the premium time penalty prescribed by this Section shall be payable in addition to any other compensation due for work performed.

i. TANKERS: Premium time pay prescribed above shall not apply if sailing is delayed on account of weather, such as rain, fog, or any other condition beyond the vessel's control.

4. Rest Before Watch. No Officer shall be required or permitted to take charge of a watch upon leaving or immediately after leaving port unless he has had at least (6) hours off duty within the twelve (12) hours immediately preceding the vessel's actual sailing time.

SECTION XIV. PORT TIME, ARRIVAL AND DEPARTURE

1. Arrival in Port. A vessel shall be deemed to have arrived and port time shall be in effect thirty (30) minutes after it has anchored or moored **(dry cargo)**—or remains underway) at or in the vicinity of a port (or other place of loading or discharging) for the purpose of cargo activity, ballast, passengers, mail, bunkers, storing, undergoing repairs, fumigation, lay-up, awaiting orders or berth.

2. Clarification. The term "anchored or moored" **(dry cargo**—or remains underway) at or in the vicinity of a port (or other place of loading or discharging) shall cover any situation where the facts of the situation disclose that the vessel has as its immediate destination, the specific port or other place of activity described in (1) above.

3. Port Time Not Applicable. Port time shall not apply:

a. To arrivals for emergency anchorage, mooring or heaving to solely for reasons of safety, or,

b. While awaiting pilot, quarantine, pratique, safe weather or tide; it is agreed, however, that in the case of awaiting pilot, quarantine and pratique, any such exception shall not apply where the delay is because the vessel is awaiting a berth and in any event shall only apply where the delay is caused by the arrival of the vessel during hours that the officials granting quarantine or pratique are not on duty and only for such limited period.

c. Port time shall continue in effect after it has been established until the vessel's final departure as defined in subsection 6 below.

4. Vessel Clearance Requirements

a. In all ports where twenty-four (24) hour quarantine, immigration, customs, security or Department of Agriculture service is available, the Company shall make a diligent effort to obtain clearance for the vessel on arrival. Port time shall be deemed to be in effect no later than the commencement of any of the activities described in subsection (1) above.

b. In order to avoid disputes concerning this section, the Company shall supply the Organization with an English translation of the official duty hours of quarantine, immigration and custom officials in all ports listed by the Organization.

c. In all foreign ports where formal local government clearance is granted by radio or waived, port time shall commence as described in subsection (1) above.

5. Interrupted Port Stay. After original arrival in a port where, because of security or vessel safety reasons, a vessel must leave the harbor and then returns to the same port for the original purpose of the call, the following shall apply:

a. The vessel shall be considered to be under port time condition for the purposes of watches stood after 1700 and prior to 0800 on weekdays, and at any time on Saturdays, Sundays or Holidays.

b. Under the conditions of subsection (5), it is agreed that the Master shall be entitled to the shift ship

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minimum for each departure or actual time worked at the shift ship rate whichever is greater and shall be entitled to the shift ship minimum for each arrival if his time has not been continuous.

(This subsection shall only apply to vessels required to leave port and return as a result of civil strife, acts of war, or open hostilities, armed conflict or rebellion, or any similar circumstances affecting the safety or security of the vessel and/or its personnel.)

6. Departure from Port. A vessel shall be deemed to have departed and port time terminated thirty (30) minutes before mooring lines are cast off or anchor is aweigh for the purpose of putting to sea directly, **(dry cargo:—** when a vessel is underway and on port time under the provisions of subsection (1) above, port time shall terminate thirty (30) minutes before the vessel is secured for sea and starts moving seaward).

SECTION XV. CONFINEMENT TO VESSEL

1. Whenever a vessel is under port time conditions, as provided in Section XIV, the Licensed Deck Officers, including Masters, entitled to be off watch in accordance with this Agreement shall be entitled to shore leave.

2. Ship to Shore Boat Service

a. When a vessel arrives at a safe harbor for a stay of more than eight (8) hours, the Company shall furnish round trip ship-shore boat service (unless bad weather prohibits), when regular service is available.

b. Such service shall be so scheduled as to enable Licensed Deck Officers to go ashore soon after coming off duty and to return to the vessel in time to go on watch, and shall provide a minimum of six (6) round trips daily.

c. The Master shall discuss the scheduling with the Licensed Deck Officers as well as with other departments. If such service is available when weather permits, and is not provided, the following shall apply:

When Licensed Deck Officers are entitled to shore leave and denied same for any reason except as provided below, or when launch service is not provided as required by this Agreement, the premium rate shall be paid for all hours while off watch.

3. In port, where regular launch service is not available, the Licensed Deck Officers may make their own arrangements for transportation and the Company agrees to reimburse either the Licensed Deck Officers or the owner of the boat up to two ($2) dollars round trip per man carried once every twenty-four (24) hours.

4. Where such local government restrictions prohibit shore leave, such orders must be in writing from proper shore authorities and shall be posted on the vessel's bulletin board and entry made in the ship's log book. Under the above circumstances, the Company shall produce a copy of the government restriction order when the Licensed Deck Officer is paid off. If it is not possible to get a copy of such restriction order, the Master will prepare a letter stating the terms of restriction for presentation to either the agent of the government or military and, if agent acknowledges receipt of such letter, this will be ample proof of such restriction.

This shall not apply in cases of emergency as defined in Section XXV of this Agreement.

5. The only reason to deny shore leave is where prohibited by local law, such as denial of pratique or quarantine. Any such prohibition must be posted on the bulletin board and placed in the log. Failure to do so shall conclusively preclude any claim by the Company that shore leave was prohibited.

SECTION XVI. PORT RELIEF OFFICERS

1. Compensation. The compensation for Port Relief Officers which incorporates the vacation benefit shall be as specified in Schedule "A".

2. When to be Employed. Port Relief Officers, when available must be employed on a Company vessel in service in all United States ports, including Puerto Rico, during Saturdays, Sundays, recognized holidays and the hours between 1600 and 0800, Monday to Friday inclusive. The Port Relief Officer shall be retained until the vessel sails. ***Port Relief Officers shall continue to service tankers in the same ports and areas as previously authorized. Any additional ports or areas shall be negotiated between the Parties.***

3. Hours of Work. A normal tour of port relief duty on weekdays is either 1600 to 2400, or 0000 to 0800; present practice in the various ports shall continue on weekends and holidays.

4. Minimum Hours. Whenever a Port Relief Officer's services are required, he is entitled to a minimum of seven (7) hours of pay.

a. ***TANKERS: Maximum Hours. No Port Relief Officer shall work for a longer period of time than sixteen (16) consecutive hours, except in the event of an emergency.***

5. Less Than Four (4) Hours of Work. The Company is not required to call for a Port Relief Officer's services when the foreseeable tour of duty is less than four (4) hours. If, however, the short tour of duty immediately precedes or follows the regular tour of duty of another Port Relief Officer, he shall also be employed for the short tour, being paid only for the hours actually worked. The Company agrees that it will not violate the four-hour rule by the device of posting an improper sailing time on the sailing board.

6. Duty to Order Port Relief Officers. All Port Relief Officers must be ordered through the offices of the Organization during the Organization's regular office hours, Monday through Friday, excepting holidays, provided however, they shall be ordered not later than 1330 hours. Neglect to make timely request for Port Relief Officer services will render the Company liable to pay for all uncovered time until a Port Relief Officer is on duty. When Port Relief Officers are ordered, their pay will commence at the time for which they are ordered to report to the vessel. Such pay-

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ment shall not be denied in the event of a delay in the vessel's arrival.

7. Uncovered Time. Full compensation for all uncovered time shall be paid to the MMP Special Pension or Welfare Fund, excepting that contributions that would normally be payable to the several MM&P Plans shall be paid to the appropriate Plan.

8. Shifting Vessel. When a vessel is shifted during a Port Relief Officer's tour of duty:

a. If the shift is within a port, the Port Relief Officer may be required to remain aboard.

b. If the shift is to another port, the Port Relief Officer must leave the vessel.

c. The past interpretation of (a) and (b) with respect to definition of "port" shall be continued.

9. Using ship's Officers. The Company may keep the vessel's regular Officers on duty while the vessel is in port, in addition to employing Port Relief Officers.

10. Port Relief Officers' Facilities. On Company-owned vessels, the Company shall make available to Port Relief Officers employed aboard the vessel, suitable secure facilities for changing clothes and cleaning up in the vicinity of the Officers' quarters, and shall furnish soap and towels. Present standards and facilities on each vessel shall not be downgraded and shall not be used for the stowage of cargo, stores or any other material. When the above facilities are not furnished, the Port Relief Officer shall receive the lodging allowance for each tour of duty on the vessel. On other than Company-owned vessels, the suitable facilities mentioned herein shall be reviewed on an individual ship basis.

11. Penalty Work. Relief Deck Officers shall not paint, chip, scale or polish bright work, or do any cleaning up work in the Deck Department, or any other work commonly assigned to the unlicensed personnel. If for any reason, Relief Deck Officers are required to do such work, they shall receive, in addition to their regular compensation, the penalty rate while such work is being performed. It is mutually understood that the intent and purpose of this paragraph shall not be abused by either party.

12. Meals.

a. When hot meals are being served during the ship's regular meal hours, the Port Relief Officer shall be served in the regular Officers' dining room during his tour of duty. *(Tankers—if circumtances permit.)*

b. A hot midnight meal shall be furnished Port Relief Officers standing a night watch in excess of eight (8) hours and a noon meal on Saturday, Sunday, and holidays, or in lieu thereof, subsistence in accordance with Section XIX for each meal not furnished.

13. Travel Expenses. The Company shall reimburse round trip traveling expenses of fifty (50c) cents or more. Round trip travel time from the Organization's office to the vessel shall be paid for Port Relief Officers at the appropriate wage rate; but, if quarters are provided on the vessel for the Port Relief Officer's use during the period of his employment, and the Port Relief Officer lives aboard, he shall be paid only for his watchstanding and for the travel time for one round trip. On dry cargo vessels "travel time" shall be agreed upon by the parties for all ports served. ***On tankers, "travel time" and "expenses" shall be agreed upon by the Parties for all ports served, but in no instance shall the combination of travel time and transportation expenses be less than $10.00 for each round trip.***

In ports where existing travel and transportation schedules are presently in existence, they shall continue to be in effect and transportation costs shall be adjusted to conform with any changes in transportation costs in a timely manner. The current travel schedules shall be ordered to be incorporated in this Agreement. On PMA vessels, subsistence and lodging shall be provided on the vessel for the duration of the tour of duty of the Port Relief Officers in the West Coast Ports specified in Appendix A as marked with an X.

14. Payoff Procedures. The present practice of paying Port Relief Officers in the offices of the Organization shall continue. In areas where this service is not afforded, the Port Relief Officer payoff shall be as follows:

A Port Relief Officer shall be paid off no later than 1700 on the day his employment ends (except weekends or holidays), if he has presented himself for payment at the designated place before 1400. He must be paid an amount equal to the regular wage rate for each hour's delay (up to a maximum of eight in any twenty-four hour period). If he must return to the vessel for his payoff, he shall be compensated additionally for transportation expense and travel time.

15. Port Relief Officer Requirements. DRY CARGO. A member in order to qualify for registration as a Port Relief Officer must have been in good standing in the Organization for two (2) years, and must have sailed a minimum of one (1) year on MM&P contract vessels.

15. ***Port Relief Officer Requirements. TANKER. A member in order to qualify for registration as a Port Relief Officer must have been in good standing in the Organization for two (2) years, and must have sailed a minimum of one (1) year on MM&P contract vessels.***

In full recognition of the increasing need for the protection of our environment and ecology, the Organization agrees to continue to use its best efforts to insure that a Port Relief Officer shall not be dispatched to a tanker engaged in the carriage of liquid or gaseous cargo, unless in the opinion of the Organization, the Licensed Deck Officer being dispatched is qualified and reliable to perform the work required of any of the Licensed Deck Officers on the particular type of tanker to which he is being dispatched.

The Company agrees to provide sufficient information regarding the required operation upon placement of the job order so as to insure that the Organization can continue to provide Officers with the required training and professional experience necessary to supervise the work to be performed.

16. ***Adequate Personnel. TANKER. The Port Relief Officer shall have a full deck watch available to supervise during any cargo transfer operations or tank cleaning operations.***

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17. *Rest Before Watch. TANKER. A Port Relief Officer shall not be permitted to assume a watch unless he shall have had at least eight (8) hours off-duty prior to assuming the watch.*

18. **Company Port Relief Officers. DRY CARGO.** Nothing in this Section shall prevent the Company requesting from the Organization a regular Company Deck Officer or other Licensed Deck Officer on a daily or monthly basis who may be selected by name when available and registered on the Shipping List of the Organization, in addition to the night or day Port Relief Officer, for the purpose of supervising the loading and discharging of cargo and other reasons while the vessel is on port time. It is understood that the Company will utilize this right whenever the volume of work becomes excessive for the regular Port Relief Officer.

18. *Company Port Relief Officer. TANKER. Nothing in this Section shall prohibit the Company from selecting a Port Relief Officer from the Shipping List for employment on a monthly basis. An Officer so selected shall meet the same qualifications concerning eligibility for employment as any other Port Relief Officer. When an Officer is employed on a monthly basis, the following conditions shall apply:*

a. Compensation for such a monthly Port Relief Officer shall be equivalent to that of a non-watchstanding Chief Officer employed aboard a vessel in Class A power tonnage classification.

b. All work performed in excess of one hundred seventy three (173) hours shall be paid for at the overtime rate specified for a Chief Officer of a Class A tank ship.

c. He shall be reimbursed for transportation expenses, and shall receive credit for pension, welfare, vacation and all other benefits due a Licensed Deck Officer under this Agreement. The non-watchstanding allowance shall not be included in the computation of vacation benefits.

d. All payments of monies due shall be made through the Port Relief Officer program of the Organization at such intervals as may be designated by the Company, but not less often than on a bi-weekly basis.

e. The Company will also be required to make full contributions to the appropriate MM&P Plans as required for any other Licensed Deck Officer employed under this Agreement.

f. Vacation for a monthly Port Relief Officer shall be mandatory upon the completion of each ninety (90) day period of employment.

g. The duties of monthly Port Relief Officers shall be restricted to those of the regular Licensed Deck Officers aboard the vessel and he shall be governed by the same working conditions as all other Port Relief Officers.

SECTION XVII. SHIFTING SHIP

1. **Inland Waters.** After the vessel has arrived in port, as defined in Section XIV, any subsequent move in inland waters, bays, rivers, and sounds shall be regarded as shifting ship except as hereinafter noted:

a. Puget Sound—moves from U. S. to Canadian ports, and vice versa.

b. Hudson River—New York to Albany, and vice versa.

c. River Platte—Buenos Aires or Montevideo to Rosario and points north, and vice versa.

d. Chesapeake Bay—Baltimore to Norfolk, or vice versa.

e. Panama or Suez Canal transits—unless engaging in cargo activity or bunkering at both ends. (Embarking or disembarking of passengers or taking aboard fresh provisions shall not be construed as cargo activity.)

2. **Computation of Time.** When shifting ship under the circumstances which require the payment of overtime:

a. Time for Licensed Deck Officers, except the Licensed Deck Officer on watch, shall commence thirty (30) minutes prior to the scheduled time of the shift, and shall stop when the vessel is securely moored or made fast, or until relieved; and the Licensed Deck Officer on watch shall be paid overtime from standby to all fast or until relieved; provided a minimum of three (3) hours shall be paid for each call. If any scheduled shift is postponed for three (3) hours or more, the new shift shall be considered an additional call back for men off watch. It is understood that there will be no duplication or pyramiding of overtime and premium time by the Licensed Deck Officer receiving premium time for a regular watch and who receives the shift ship overtime minimum.

b. Time for the Master when shifting ship under circumstances requiring the payment of extra compensation including the applicable minimums shall commence at the same time as the other Licensed Deck Officers and shall cease when the vessel is all fast, except as hereinafter provided.

During shifts from Delaware River ports to Baltimore through the C&D Canal or vice versa, and shifts from Galveston to Houston or vice versa, the Master shall receive a minimum of four (4) hours' extra compensation, and if required on the bridge for more than the four (4) hours, his presence shall be logged and he shall receive such additional compensation as the log book may reflect.

c. If the Officers are called back at any time on Saturday, Sunday or a holiday, a minimum of four (4) hours' overtime shall be paid for each call. If any scheduled shift is postponed for the applicable minimum or more, the new shift shall be considered an additional call back.

d. If shift starts at or before 1700 during normal working hours and the shift is concluded after 1700, the shift minimum is payable. ***This shall not be applicable to the Licensed Deck Officers on duty in rotation on tankers unless he is relieved and subsequently called out.***

e. For the purpose of this Section, a call back to haul ship shall be considered a shift.

f. Any Licensed Deck Officer called back for a shift from dock-to-dock shall be called out at both ends of the shift.

3. **Required Duties While Shifting.** The duties of Licensed Deck Officers used for shifting ship during overtime

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hours shall be limited to work necessary for the shifting of the vessel to the next berth. When shifting ship on overtime hours, if Licensed Deck Officers are required to do any work not directly related to shifting, they shall be paid at the penalty rate for time actually worked, in addition to overtime for the shift—***except that on tankers, the necessary work limited to cargo operations including the supervision of tank cleaning shall be payable at the premium rate in addition to the shift overtime.***

4. Port Relief Officer Duties. The duties of Port Relief Officers shifting the ship when required in accordance with Section XVI, shall be the customary duties of the regular ship's complement of Licensed Deck Officers.

a. A Port Relief Officer shall not be required to stand a navigational bridge watch in excess of four (4) hours without being relieved of duty by another Licensed Deck Officer or Port Relief Officer. If the shift exceeds four (4) hours, the Port Relief Officer shall assume the regular four (4) hours on and eight (8) hours off rotation prescribed for Sea Watches.

b. When the vessel does not dock before the end of his assigned period of duty, his pay shall continue until the vessel is secured at the dock, but shall not continue for more than two (2) hours beyond the normal end of his tour of duty unless he is required to maintain an alert watch.

c. ***TANKERS. A Port Relief Officer required to make the shift shall in addition to all other compensation be reimbursed ten ($10.00) dollars per shift.***

SECTION XVIII. PILOTAGE

1. Pilotage Qualifications. The Company and the Organization agree that while each Master should be qualified to pilot his vessel on the pilotage grounds over which the vessel trades, piloting is not a normal duty of a Master or any of the other Licensed Deck Officers. The Company agrees that obtaining or possession of pilotage endorsements shall not be a precondition to employment or a requirement for continuing employment.

2. Restriction on Pilotage. A Licensed Deck Officer serving aboard a contract vessel in a capacity other than pilot shall not perform pilot services in a United States port except in cases of emergencies, or unless a Memorandum of Agreement permitting pilotage to be performed has been executed between the Company and the Organization.

3. Pilot Preference. The Company agrees that in the hiring and use of pilots in U. S. ports to give first preference to pilots who are members of an affiliate or division of the Organization whenever and wherever on the effective date of this Agreement such affiliate or division exists for the purpose of providing pilot services.

4. Pilotage Compensation. When required to perform pilot services in other than an emergency, additional compensation shall be paid as follows:

a. U. S. Areas—none, except as stipulated in pilotage memorandum.

b. Non-U. S. Areas—one (1) hour overtime for each hour of piloting with a minimum payment of two (2) hours for each move on the pilotage grounds.

5. Pilotage Grounds. Pilotage grounds shall mean that body of water upon which the vessel would be required by law, regulation, or decree of government to use the services of a pilot, or where pilots are available to be employed.

6. Assistance While Piloting. When the Master is required to perform pilot services during periods of restricted visibility, another Licensed Deck Officer in addition to the watchstander shall be stationed on the bridge to assist in the navigation and handling of the vessel or performing such other duties as the Master may direct. The presence of the additional Licensed Deck Officer on the bridge shall not be mandatory when the Master is piloting at other times.

7. Alaska Trade. Special conditions which apply to vessels in the Alaskan Trade may also be afforded to other contract vessels in the Coastwise or Intercoastal trades after appropriate negotiations.

a. Definition. Vessels in the Alaskan Trade are defined to mean those vessels in the domestic trade operating to and from U. S. Pacific Coast ports and Alaskan ports and does not include vessels operating in the Offshore Trade.

b. Pilot Required. On vessels operating in the Alaska Trade, not less than one Pilot shall be employed as a Licensed Deck Officer on vessels operating on scheduled voyages east of the eastern side of the entrance to Cook Inlet. Pilots shall not be required on voyages where the direct route is via the outside passage to Alaska Peninsula, Aleutian Islands or Bering Sea ports from and to Continental U. S. ports.

i. The Company shall have the right to select its own Pilot provided he is a member of the Organization. Wages, hours and conditions are subject to negotiations between the Parties.

c. Pilot not Carried. When a Pilot is not carried and during the voyage the vessel is required to proceed through the Inside Passage, the Master of such vessel shall receive after entering the Inside Passage and for the balance of the northbound or southbound voyage as the case may be, in addition to his regular rate of pay the basic monthly wages which would normally be paid a regular Pilot, or his normal overtime rate for the period of time he is actively engaged in piloting whichever shall be greater.

8. Safe Boarding by Pilots. The rigging of pilot ladders and the embarkation and disembarkation of pilots shall be supervised by a Licensed Deck Officer. Pilot gear shall not be used for any other purpose.

SECTION XIX. LIVING CONDITIONS

1. Quarters. Each Licensed Deck Officer shall have his own individual stateroom. All Officers' quarters shall be properly equipped with fresh running water, cleaned, heated and lighted at all times during occupancy. Each vessel shall provide a washroom and toilet facilities for the use of the

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Licensed Deck Officers only; this washroom to be equipped with fresh hot and cold running water, and fresh water shower facilities as well as sanitary drainage.

2. Linen Supply. The Licensed Deck Officer shall receive an adequate supply of towels, and blankets of good quality and adequate size. Clean bed linen will be provided weekly and in non-air conditioned vessels in the tropics, twice a week. When linen is not changed as indicated, each Licensed Deck Officer shall be compensated by two (2) hours' premium pay for each week (or half-week, where appropriate.)

3. Dining Facilities. Licensed Deck Officers, on other than passenger vessels, shall eat in the Officers' Dining Saloon. Each Officer shall be entitled to occupy his regular place setting at his customary table whether in port or at sea.

When in port, unauthorized Shoreside personnel will continue to observe and respect the privacy of the Officers' Dining Saloon and Pantry, and specifically, will not utilize these areas as a work space, lounge or recreation area. The present prohibition of unauthorized personnel partaking of "night lunch" and coffee in the Saloon Pantry is re-affirmed. When necessary to replace Officers' Pantry refrigerators aboard vessels after June 15, 1972, such refrigerators shall be stainless steel (or, if mutually agreed, other non-corrosive alloy material) and shall have a capacity of at least seven (7) cubic feet.

4. Food Standards. Adequate food, properly prepared and served shall be provided the Licensed Deck Officers. Fresh milk, bread, fruit and vegetables will be furnished at every port where available; and if supply is available, a sufficient amount will be obtained to last until the next port of call, or sufficient to last until the food would with ordinary good care, spoil. Frozen foods shall be considered the equivalent of, and serve the same purpose as fresh foods. Vessels shall be equipped with an icemaking machine of sufficient capacity to insure no shortage of ice in the Officers' Saloon. Food bought in foreign ports must be up to American health standards. The Organization reserves the right to negotiate a Food Program to insure contractual compliance with this subsection.

5. Meal Hours. Meals shall be served over a one hour period and a reasonable time of one-half hour shall be allowed in which to eat when the Officer is not late due to his own fault.

Meal hours may be varied not more than one hour in either direction to meet the operational needs of the vessel, or to permit the entertainment of shore personnel, passengers, VIPs, etc., provided adequate notice is given, with the exception that the dinner hour cannot be advanced.

6. Penalty Meal Hours. If for any reason, either at sea or in port, a Licensed Deck Officer is not permitted a full unbroken meal hour, (other than for emergencies or normal relieving for meals), he shall be paid one hour premium time in addition to any other compensation payable, and at least an unbroken hour upon completion of his work at hand.

If for operating necessity, the unbroken hour is unable to be granted, one hour penalty pay shall be paid in addition to any other compensation payable. In all instances, a hot meal must be provided.

7. Midnight Meals and Night Lunches. Adequate night lunches shall be available to Officers working night watches. A hot meal shall be served to Officers who work more than eight hours after 1700 or before 0800, or in lieu thereof, subsistence allowance in addition to any other compensation payable.

8. Coffee Time. A work break shall be taken and coffee time observed at 1000 and 1500, or at times near these hours.

9. Rest Periods. A Licensed Deck Officer who works between 0000 and 0800 shall be entitled to a rest period between the hours of 0800 and 1700 the same day for each hour worked. Failure to be allowed same, except for emergencies or required drills, shall be payable as described in Section XI.

10. Subsistence and Quarters' Allowance

a. When meals are not furnished as required by this Agreement, subsistence allowance amounting to ten dollars and fifty ($10.50) cents per day ($2.00 breakfast; $3.00 for lunch; $5.50 for dinner) shall be paid. The subsistence allowance for failure to provide a hot midnight meal shall be three ($3.00) dollars.

b. When living quarters are not furnished as required in this Agreement, a room allowance of ten dollars and fifty ($10.50) cents per night shall be paid for each Licensed Deck Officer for lodging claims in port and six dollars fifty ($6.50) cents per night for lodging claims at sea.

No more than one (1) lodging claim shall be paid to any Licensed Deck Officer in any twenty-four hour period.

c. The respective amounts due in (a) and (b) above may be adjusted to any other reasonable expenses incurred when substantiated by vouchers. The standard of reasonableness for respective ports will be established by mutual agreement between the parties.

11. Room Allowance — In port. When a vessel is in port and any of the following provisions are not met, room allowance shall be payable:

a. When heat, lighting facilities, regular sanitary facilities, or hot water facilities are not provided men off watch for a period of three (3) hours or over, and on air-conditioned vessels in hot weather when air-conditioning is broken down and no attempt is made to effect repairs on a timely basis. Also where fans are not provided on air-conditioned vessels, and air-conditioning is not available to men off watch for a period of three (3) hours or over during hot weather.

b. When the Officer's quarters have been painted and the paint is not absolutely dry, and other suitable quarters are not furnished aboard after appropriate relief has

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been requested of the Master or Senior Deck Officer, and not satisfied, and if the Licensed Deck Officer actually goes ashore.

c. At all times when vessel is on dry dock overnight, unless lodging with all facilities including heat, light, hot and cold running water and sanitary facilities are provided aboard the vessel. (Overnight shall mean after 1900 and before 0800).

When vessel is on dry dock at any time between 0800 and 1700, regular lodging allowance will be paid to Licensed Deck Officers on watch between 0000 and 0800.

d. When vessel is being fumigated and not cleared before 2100. In the case of the watchstanders on watch between 0000 and 0800, when such work is being done between 0800 and 1700.

e. When linen and clean blankets are not furnished upon request prior to 1800 on the day the Officer joins the vessel.

f. When (1) maintenance or repair work on ship or on dock (excluding operations involving cargo or stores) such as chipping, welding, riveting, hammering and/or pounding or other noises of similar nature is being performed within 100 feet of the house on the vessel or within 50 feet of the house on the dock at night, or, (2) in the case of the Licensed Deck Officer on the midnight to 0800 watch, when such work is being done between 0800 and 1600, provided the Officer shall be entitled to lodging allowance if he has notified the Master or Senior Licensed Deck Officer that such condition exists and it is impossible to arrange other comparable quarters away from the noise and the officer actually goes ashore.

g. In port, in areas of the world where the customary practice is for port workers engaged in cargo-handling activities to live and eat aboard, the area assigned to them and any accompanying domestic livestock will be located as far as practicable from the Licensed Deck Officers' living quarters. Portable privies will be located at the extreme end of the ship from the Licensed Deck Officers' quarters. Regular daily washdowns of the deck will be effected. Failure on the part of the Company to comply with these requirements will require the payment of room allowance to all Licensed Deck Officers. The requirement that the Officer actually goes ashore to obtain room allowance payment shall not be applicable.

12. Room Allowance--At Sea. When any of the following conditions occur at sea, room allowance shall be paid:

a. When repair or maintenance work such as chipping, welding, riveting, hammering and/or pounding or other noises of a similar nature are being performed on board the vessel within one hundred (100) feet of the ship's house, between the hours of 1800 and 0800.

b. Except for forward of one hundred (100) feet and aft of one hundred (100) feet of the ship's house when repair or maintenance work such as chipping, welding, riveting, hammering and/or pounding is performed before the 1200 to 1600 watch is called, lodging allowance shall be paid to the Licensed Deck Officer who stood watch between 0000 and 0800.

c. When livestock such as pigs, cows, etc. are carried, the deck area where such livestock is carried shall be cleaned, washed down and drained overboard once every twenty-four (24) hours, weather permitting.

Area shall be defined to mean that portion of the deck around or under the livestock vans or pens that can be cleaned and washed down without wetting the livestock or the confines of the van or pen. Non-compliance will make Company liable for payment of room allowance.

d. On air-conditioned vessels where fans are not provided and air-conditioning is not available to men off watch for a period of three (3) hours or over in hot weather.

13. Existing Recreation Rooms. All vessels in service that were required to furnish an Officers' recreation room in prior agreements shall continue to maintain such recreation rooms in accordance with the provisions of such prior agreements, provided that upon replacement of existing television set, the replacement will be a U.S. made 21" color set. The new construction provision relating to the Officers' recreation room shall apply in the case of any vessel now in service which undergoes reconversion after the date of this Agreement where there is a major alteration of the Licensed Officers' quarters.

14. Deck Office. Where a separate office is allocated to the Licensed Deck Officers for required vessel's work, such space will not be taken away and allocated to others.

15. Laundry Facilities. An automatic electric washer and dryer shall be provided for the Licensed Officers on all vessels, in the immediate vicinity of the Licensed Officers' quarters. Equipment shall be properly maintained and adequate spare parts to keep equipment operating shall be carried aboard the vessel. When any equipment cannot be repaired by ship's personnel, it shall be repaired at the first port where facilities and time permit.

SECTION XX. TRANSPORTATION

1. Transportation Defined

a. First class transportation on land is defined as follows:

i. Pullman transportation via rail with roomette on overnight trips.

ii. First class air transportation. When traveling by air, if first class transportation is not provided, when available, the Licensed Deck Officer shall receive the difference in cash between first class air travel and whatever class furnished.

iii. Bus facilities may be used when first class transportation by rail or air is not available.

b. First class transportation over water is defined as follows:

i. When sea transportation must be furnished, not less than cabin class accommodations shall be furnished when available.

c. When traveling over land or over water, Licensed Deck Officers shall have the option of traveling by air.

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d. While traveling, ten dollars and fifty ($10.50) cents per day shall be allowed for meals if not furnished.

2. Transportation When Employment Ends

When a Licensed Deck Officer's employment ends by reason of (a) termination of Articles, or (b) termination of the voyage, or (c) the vessel's being sold, laid-up, withdrawn from service or abandoned, or (d) some cause other than his own fault, or (e) illness or injury, he is entitled to transportation to the port of his original engagement, and wages and subsistence at ten dollars and fifty ($10.50) cents per day when not furnished. This subsection is also applicable to an Officer who is discharged for cause if he has completed his voyage and is then paid off.

3. Payment

a.. Payment for transportation between U.S. ports shall be an amount of cash equal to the full cost of first class air fare, including tax, between the airport nearest to the port where the obligation to transport arose and the airport nearest the port of original engagement, plus ten dollars ($10.00) for incidental expenses.

b. When transporting a Licensed Deck Officer from or to foreign ports, the Company shall furnish first class air fare ticket or cabin class steamship ticket plus ten ($10.00) dollars for incidental expenses.

c..Unless the Officer has requested that the Company make his transportation arrangements for domestic travel at least twenty-four (24) hours prior to pay-off, Subsection 3(a) shall apply.

4. Port of Engagement. The original port of engagement is defined as the United States or Puerto Rican port in which the Officer was first employed by the Company, regardless of where or what type of articles were signed.

5. Coastwise Trade. Licensed Deck Officer on Coastwise vessels shall not be furnished transportation benefits to the original port of engagement as provided in Subsection 2(a) or 2(b) of this Section unless they have made a complete round voyage. Termination of a Coastwise voyage shall be deemed to take place in the port where the vessel's final payoff of her crew for the voyage takes place.

6. Travel for the Company

a. A Licensed Deck Officer sent by the Company from one vessel to another or from one port to another, or when leaving or returning to his vessel from an involuntary leave of absence initiated by the Company, shall be paid his regular wages and travel expenses in accordance with subsection 3 above. Any other Licensed Deck Officer, when dispatched in accordance with Section II of this Agreeement, when traveling from one port to another, shall be paid his regular wages, lodging and subsistence, unless furnished, and all reasonable travel expenses.

b. For local assignment, in accordance with Section II, to vessels within the jurisdiction of the port dispatching the Licensed Deck Officer, reasonable expenses shall be interpreted to mean the mutually established Port Relief Officer travel expense excepting that travel time, lodging and subsistence shall not be claimed, but reasonable out-of-pocket expenses will be paid.

7. No Transportation. Transportation is not payable to a man discharged for cause before termination of his articles, or to a man separated from the ship by mutual consent before termination of his articles.

Nothing in this Section shall prohibit the payment of transportation benefits to any permanently employed Licensed Deck Officer leaving the vessel for the purpose of vacation or voluntary leave of absence, should the Company elect to make such payment. Under these circumstances, the Licensed Deck Officer shall not be deemed to have been terminated. *Any superior transportation provision of the previous tanker contract shall continue to apply to permanent employees only.*

8. Vessel Withdrawn from Service. When the services of a Licensed Deck Officer are terminated due to the vessel being withdrawn from service in a port other than his original port of engagement, he shall be paid transportation back to his original port of engagement. When the vessel is reactivated, the Licensed Deck Officers entitled to reassignment shall be paid transportation back to the vessel.

9. Excess Baggage. Licensed Deck Officers entitled to transportation to or from a vessel in accordance with the provisions of this Agreement shall be entitled to reimbursement for the cost of excess baggage. Such excess shall be limited to the necessary clothing, uniforms, sextant, and other navigation equipment required by his duties.

10. Preference for U.S. Flag Carriers. Where the Company undertakes to provide air or sea transportation in accordance with this Section, it shall be via U.S.-flag carrier wherever such facilities exist and are available on a timely basis. The same shall apply to air or sea freight shipments of personal effects.

SECTION XXI. DUTIES OF OFFICERS

1. a. The duties of Officers as set forth in different Sections of this Agreement are incorporated by reference in this Section.

The Parties agree that the duties of the Licensed Deck Officers, including Master, shall be maintained as supervisory and professional. It is also agreed that the duties of the Master, Chief Officer, Second Officer and Third Officer, or any other Deck Officer will not be assigned to any other person, licensed or unlicensed.

The duties of the Master, Chief Officer, Second Officer and Third Officer are separate and distinct in many areas and these differences shall be respected. However, the parties recognize that past practices have made some of the duties of the Licensed Deck Officers interchangeable; and this continues to be permissible as in the past.

b. The Master is the Licensed Deck Officer in command of the vessel at all times, subject to the lawful directives of the Company.

The Chief Officer is the Deck Department Head

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and, if qualified, performs the duties of the Master as necessary in his absence.

The Second Officer is normally the navigating Officer and, subject to the direction of the Master, is in charge of all navigational equipment.

The Third Officers stand a regular navigation watch at sea and assist in the normal operation of the vessel as directed by the Department Head.

2. The checking of cargo when shoreside checkers are not employed for this work or when Staff Officer personnel have not been customarily employed for this work in trades where it is and has been the practice for such personnel to perform such work, shall be Licensed Deck Officer duties.

3. Port Relief Officers, when employed, shall perform the same duties required of the regular Licensed Deck Officers.

4. a. DRY CARGO. The duties of Licensed Deck Officers shall include the reading of cargo temperatures and humidity charts, excepting on contract vessels where the actual reading and recording of reefer cargo temperatures has been performed by unlicensed reefer engineers.

4. a. TANKER: The duties of Licensed Deck Officers shall include the reading of cargo temperatures and humidity charts and the gauging, sounding or sampling of cargo tanks, and tanks dedicated to the carriage of wash water for tank cleaning purposes.

b. TANKER: On liquid sulphur carriers where automatic recording and tell-tale alarms are located in other than Deck Department spaces for continual monitoring of cargo temperatures during transits, existing practices concerning temperature recordings shall continue.

5. a. Licensed Deck Officers shall have the shipboard supervision of all hull maintenance, cargo gear maintenance, lifesaving equipment, firefighting and safety equipment, and all cargo activity.

b. DRY CARGO. Licensed Deck Officers shall supervise the opening and closing of hatches, the spotting or trimming of cargo booms or any other type of cargo gear whatsoever. They may activate hydraulic and electric type hatch cover systems or any other type of shipboard cargo gear.

b. TANKER: Licensed Deck Officers shall supervise the opening and closing of hatches, the spotting or trimming of cargo booms or any other type of cargo gear whatsoever. They may activate hydraulic and electric type hatch cover systems or any other type of shipboard cargo gear. They shall also supervise lining up to load and discharge liquid cargo including the connecting and disconnecting of cargo hoses, and the cleaning of liquid or bulk cargo tanks by any method whatsoever.

6. TANKERS: When Staff Officer personnel are not carried, the Licensed Deck Officers' duties shall include that clerical work required for the administration of the vessel or the Deck Department, but shall not extend to clerical work which is the direct responsibility of any other department aboard the vessel for the administration of that particular department.

SECTION XXII. JURISDICTION

1. The Organization shall have the jurisdiction over the work performed by the Licensed Deck Officers. For the safety of and the responsibility for the vessel, its passengers, the crew and the vessel's cargo, the Master or Licensed Deck Officer in charge shall have executive authority, to the extent permitted by law, over the vessel: its personnel, and all of its appurtenances. The executive authority of the Master or the Licensed Deck Officer in charge shall include vessel stability, damage control, lifesaving and firefighting equipment and emergency situations.

It is the purpose of this Section to preserve the jurisdiction of the Organization and not to encroach on the jurisdiction of the longshoremen or any shipboard organization.

2. Except as otherwise provided in this Agreement, only Licensed Deck Officers who are hired and kept in employment pursuant to Section II shall assume the responsibility or perform the duties of Master, Chief Mate, Second Mate or Third Mate on vessels of the Employer. Other vessel personnel or other shoreside personnel shall not be used to perform Licensed Deck Officer duties or work.

3. Specifically, the Organization, through the Licensed Deck Officers, shall have the jurisdiction over the operation of all equipment of the vessel pertaining to navigation (including pilotage, mooring operations and stability) and the exchange of navigational information utilizing the frequency or frequencies available in the area in which the vessel is operating for the exchange of navigational information including specifically, in accordance with applicable law, the bridge-to-bridge communication systems.

The Master or Licensed Deck Officer in charge may direct any other Licensed Deck Officer to make such exchange of navigational information under the direction of the Master or Licensed Deck Officer in charge.

The Licensed Deck Officer shall also have the supervisory jurisdiction aboard the vessel over its cargoes and over the maintenance, inspection and upkeep of the hull, its cargo gear, cargo spaces, decks, deck houses, deck store rooms, and mast houses and other areas of the vessel that are now and customarily have been maintained by the deck department of the vessel. Control and operation of the console control apparatus on the barge crane of a LASH vessel, or any other cargo-handling mechanism on present vessels and on any newly constructed vessels, shall be under the supervisory jurisdiction of the Licensed Deck Officers.

4. The Organization, through the Licensed Deck Officers, shall have jurisdiction over the operation of all computer and related servo-mechanism functions aboard the vessel related to the navigation, including pilotage, of the vessel. The Organization, through the Licensed Deck Officers, shall have the jurisdiction aboard the vessel over the operation of all computer and related servo-mechanism functions which are concerned with the propulsion and

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control of the vessel that are located in the wheel house, bridge, chart room, gyro room or in other areas within the exclusive jurisdiction of the Licensed Deck Officers.

The Licensed Deck Officers shall have jurisdiction over the operation of all computer and related servo-mechanism functions and read-out equipment aboard the vessel related to any equipment, functions or duties under the jurisdiction of the Licensed Deck Officers, including, for example, cargo activity, stability, lifesaving and firefighting equipment and emergencies as spelled out in this Agreement.

5. The Master or Licensed Deck Officer in charge of a watch shall not permit any person to operate or control any of the equipment mentioned or related thereto which is under the jurisdiction of the Licensed Deck Officers, unless said person is a Licensed Deck Officer or is a crew member acting under the direct orders of the Master or Licensed Deck Officer; provided that the maintenance or repair of said computer or related servo-mechanism is being performed as directed by the Master or Licensed Deck Officer, the operation and control of the computer or servo-mechanism shall be permitted in connection with such work. If such operation of the computer or servo-mechanism is undertaken by a person other than the Licensed Deck Officer or the Master, in the regular course of maintaining or repairing said computer or related servo-mechanism, then in such case an entry reciting the time and date said operation is exercised shall be made in the Deck Log Book by the Licensed Deck Officer on watch.

6. If, during the term of the agreement, scientific advancements lead to the installation aboard vessels of computers, related servo-mechanisms, or any type of innovation which performs functions under the jurisdiction of the Licensed Deck Officers, or under the supervision and direction of the Licensed Deck Officers, such functions and such supervision and direction shall remain under the jurisdiction of the Licensed Deck Officers.

7. Location of Equipment

a. Shipboard read-out equipment of the vessel pertaining to navigation, pilotage, shifting or other vessel movement, by whatever method, shall be located in an area under the supervision and control of Licensed Deck Officers.

b. Shipboard remote control equipment pertaining to mechanical mooring devices, anchors, gangways, and such equipment pertaining to cargo activity (except such equipment located in the engine department areas or areas common to both engine and deck departments) shall be located in areas which are under the supervision and control of the Licensed Deck Officers.

8. The Master or Licensed Deck Officer in charge shall have the authority to direct that maintenance or repair of equipment be undertaken by the department responsible for said maintenance and repair. However, nothing in Section XXII, Jurisdiction, shall be interpreted to mean that the Master or Licensed Deck Officer shall perform any maintenance or repair of equipment which customarily has been the responsibility of another department aboard the vessel.

9. Where a Purser Marine Physician Assistant, Purser or Purser Pharmacist is not carried, those of his duties presently performed by the Master and the Licensed Deck Officers on vessels whose manning does not include said Staff Officer rating, and which the Company elects to continue to have performed aboard the vessel, shall remain the responsibility and jurisdiction of the Organization except that medical duties shall continue to be performed by Physicians or Nurses when they are part of the ship's complement.

10. Nothing contained herein shall be interpreted to infringe upon functions that have been under the control and direction of shoreside management except that it is expressly understood that shoreside management must recognize and comply with the jurisdiction provisions of this Section.

SECTION XXIII. CARGO ACTIVITY—DRY CARGO

Part of the duties of Licensed Deck Officers employed under this Agreement are the supervision of cargo activity to insure the safe handling, stowage and carriage of cargoes. No additional compensation shall be due any Licensed Deck Officer during his regular duty hours except as may be described in this Agreement.

When required to perform duties of a non-supervisory nature or other cargo-related duties as may be described in this Section, he shall receive, in addition to any other compensation payable, the penalty rate or premium rate as described below. Proper log entries shall be made to support payments due.

1. Longshoremen Unavailable. When longshoremen are unavailable, and the Licensed Deck Officer is required to actively supervise crew members engaged in cargo activity, he shall be compensated at the penalty rate provided the sailors are receiving the cargo rate of pay. Additional compensation shall not be payable when crew members add to existing lashing or shoring, either in port or at sea, or remove lashings prior to docking.

a. When handling explosives as described in Section XXIV, an additional ten (10%) percent of the hourly penalty rate shall be paid.

2. Crew Members Unavailable. When the Licensed Deck Officer is required to perform the normal duties of unlicensed personnel relating to cargo activity, he shall be compensated at the penalty rate.

The penalty rate shall be payable when the Licensed Deck Officer is required to manually:

a. Open or close hatches, or spot or trim cargo gear,

b. Set or position spreaders or slings for containers, barges or other types of cargo,

c. Operate crane controls himself or ride crane cabs to insure safe and efficient operation,

d. Operate mobile equipment aboard the vessel or on the dock.

3. Liquid Cargo. The premium rate shall be paid to the Licensed Deck Officer who is required to actively supervise

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the loading and discharging of liquid cargo; when this work is performed during overtime hours, the overtime rate shall be paid. Such rates shall also be paid to Licensed Deck Officers who participate in such work, including taking soundings and turning valves. (For the purpose of this paragraph, bunkers discharged for revenue purposes in excess of 25% above the amount required to complete the round voyage shall be considered liquid cargo.)

4. Cleaning of Cargo Compartments

a. Premium time shall be payable to Licensed Deck Officers required to actively supervise the cleaning of tanks in which liquid cargoes of an animal, vegetable, petroleum or chemical nature have been carried, unless they are required to enter same.

b. The penalty rate shall be paid to Officers required to enter tanks after discharge of liquid cargo or other cargoes of a dirty or noxious nature which would require the payment of penalties to other members of the ship's complement when cleaning same.

c. Tank cleaning of any nature shall require the use of explosive meters, oxygen indicators or chemical meters, as appropriate. All equipment used in tank cleaning shall, where possible, be bonded. This shall include, but not be limited to, butterworth and pyrate machines, washdown hoses, portable pumps, blowers and the like.

d. Approved-type safety hats, goggles, and respirators shall be available for use and clean coveralls, rubber boots and gloves shall be provided to protect the Officer's body and clothing. Failure to comply with this provision will entitle the Officer to replace any item of clothing rendered unusable at Company expense upon submission of proper vouchers after having demonstrated proof of loss to the Master.

5. Safe Operations. In all loading and discharging operations, the Chief Officer shall be afforded sufficient latitude in using vessel's personnel to conduct safe operations consistent with Company policy and practice.

6. Radioactive Materials. If, during the term of this Agreement, it is considered necessary to cover the handling of radioactive materials which may be classified as dangerous, the matter shall be referred to the Joint Safety Committee and after appropriate review, the subject will be negotiated and any settlement reached will be included as part of this Section.

7. Replenishment Operations at Sea. When cargo, bunkers, personnel or stores are transferred between a contract vessel and a public vessel or any other vessel designated under the terms of a contract or charter between the Company and a Governmental Agency, either directly or via helicopter, the terms and conditions shall be subject to special negotiations.

SECTION XXIII. CARGO ACTIVITY—*TANKERS*

Part of the duties of Licensed Deck Officers employed under this Agreement are the supervision of cargo activity to ensure the safe handling, stowage and carriage of cargoes. No additional compensation shall be due any Licensed Deck Officer during his regular duty hours except as may be described in this Agreement.

It is understood that during all cargo activity, a minimum of a full deck watch shall be on duty. In addition, a pumpman shall be on duty as circumstances require.

When required to perform duties of a non-supervisory nature or other cargo-related duties as may be described in this Section, a Licensed Deck Officer shall receive, in addition to any other compensation payable, the penalty rate as described below. Proper log entries shall be made which adequately explain the circumstances requiring the performance of this work to support payments due.

1. Longshoremen Unavailable. When longshoremen are unavailable, and the Licensed Deck Officer is required to actively supervise crew members engaged in cargo activity, he shall be compensated at the penalty rate provided the sailors are receiving the cargo rate of pay. Additional compensation shall not be payable when crew members add to existing lashing or shoring, either in port or at sea, or remove lashings prior to docking. (This shall only apply to tankships in the Dry Cargo trade and/or carrying containers or removable piggyback tanks.)

2. Unlicensed Personnel Work. In the event a Licensed Deck Officer is required to do any of the work commonly assigned to unlicensed personnel connected with cargo activity, the penalty rate shall be payable. Proper log entries shall be made which adequately explain the circumstances requiring the performance of this work to support payments due.

3. Dry Cargo or Containers. When tankers carrying containers, removable piggyback tanks or dry cargo are engaged in the loading or discharging of this type of cargo, an additional Licensed Deck Officer will be on duty to supervise these operations when liquid cargo or tank-cleaning operations are also being conducted.

4. Cleaning of Cargo Compartments

a. Tank Cleaning. Supervision of tank cleaning of any nature shall continue to be part of the regular duties of Licensed Deck Officers. No additional compensation shall be payable during regular duty hours unless the Officer is required to handle equipment or run pumps or other unlicensed personnel work, in which case the penalty rate shall be payable.

b. Extremely Dirty Spaces. When required to enter extremely dirty spaces which contain substances of a dirty or noxious nature, in a supervisory and/or inspection capacity, where it is impossible to avoid direct contact with such substances, the penalty rate shall be paid.

c. Tank-Cleaning Equipment. Tank cleaning of any nature shall require the use of explosive meters, oxygen indicators or chemical meters, as appropriate. All equipment used in tank cleaning shall, where possible, be bonded. This shall include, but not be limited to, butterworth and pyrate machines, washdown hoses, portable pumps, blowers and the like.

d. Safety Equipment and Protective Clothing

i. U.S. Coast Guard-approved type safety equipment for the particular cargo carried shall be provided to

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protect the Officer's health and safety. Failure to comply with this provision will entitle the Officer to lawfully refuse to participate in the handling of such cargoes.

ii. *Clean coveralls, rubber boots and gloves shall be provided to protect the Officer's body and clothing. Failure to comply with this provision will entitle the Officer to replace any item of clothing rendered unusable at Company expense upon submission of proper vouchers after having demonstrated proof of loss to the Master.*

5. *Safe Operations. In all loading and discharging operations, the Chief Officer shall be afforded sufficient latitude in using Officers or crew members to conduct safe operations, consistent with Company policy and practice.*

6. *Radioactive Materials. If, during the term of this Agreement, it is considered necessary to cover the handling of radio-active materials which may be classified as dangerous, the matter shall be referred to the Joint Safety Committee and after appropriate review, the subject will be negotiated and any settlement reached will be included as part of this Section.*

7. *Transfers between Ships at Sea on Tankers. When fuel and/or cargo, personnel or stores are transferred from one vessel to another while at sea, the following minimum conditions and rates of pay shall apply:*

i. *not less than four (4) Licensed Deck Officers shall assist the Master in the transfer;*

ii. *the Master and other Licensed Deck Officers shall be on duty thirty (30) minutes before the time the transfer operation is to commence, and shall remain on duty until the operation is completed and the vessels are clear and equipment secured;*

iii. *during the entire operation, the Master and two Licensed Deck Officers on watch shall remain on the bridge unless required elsewhere;*

iv. *the Chief Officer shall be on deck in charge of the actual transfer operation;*

v. *One other Licensed Deck Officer shall assist the Chief Officer on deck. Suitable firefighting and communication equipment shall be available for instant use. During these periods, overtime shall be paid to all Licensed Deck Officers who are engaged in the transfer operations including the regular watchstanding Officers or Officers on duty. The Masters of the vessels involved in the transferring operation shall receive wage-related overtime for the period as outlined above.*

b. *For each eight (8) hours earned while the above-mentioned operation is in effect, the Master, shall have the option to accrue one (1) extra day of vacation, which shall be a covered day of employment. If the Master elects to receive the compensation in cash, payment shall be made through the Vacation Plan when he submits the appropriate vouchers.*

SECTION XXIV. EXPLOSIVES/PENALTY CARGO —DRY CARGO

a. On vessels carrying fifty (50) short tons or more of "explosives," as permitted by law, the Company agrees to pay the Licensed Deck Officers, in addition to their regular monthly wages, ten (10%) percent of said wages per month while such cargo is on board the vessel or is being loaded or discharged.

b. Port Relief Officers who are employed on vessels carrying explosives fifty (50) short tons or over, as defined in this Section, shall be paid an additional ten (10%) percent of their hourly wage while such cargo is on board or is being loaded or discharged.

When fifty (50) short tons of explosives are carried, the ten (10%) percent bonus provided above shall be paid from the commencement of loading of explosives until the time the explosives are completely discharged.

c. The term "explosives" as used in this Section is defined to mean Class A or dangerous explosives according to the Interstate Commerce Commission classification but for no other. The Class A Dangerous explosives are, as follows:

1. Ammunition for cannon 37mm (1½") caliber or over;
2. Ammunition for cannon with explosive projectiles;
3. Projectiles, grenades, bombs, mines and torpedoes;
4. Ammunition with explosive bullets;
5. Ammunition with explosive chemicals;
6. Black powder and low explosives;
7. High explosives such as dynamite;
8. Initiating or priming explosives such as blasting caps;
9. Nuclear explosives.

The above shall not apply to ship's ammunition or signaling devices carried for the protection of the ship.

d. When sulphur in an amount of twenty-five (25%) percent or more of the deadweight carrying capacity is carried on a vessel, each Licensed Deck Officer shall be paid extra compensation of ten ($10.00) dollars per voyage.

e. The Joint Safety Committee shall schedule meetings to review hazardous cargoes as described in the relevant publication of the Intergovernmental Maritime Consultative Organization (IMCO) to ensure that all required information relating to proper stowage, carriage and handling is readily available to Licensed Deck Officers involved in the transport of such cargoes. In the event of a casualty resulting from carriage of an explosive cargo not described in subsection (c) above, the Parties will meet promptly to review the inclusion of such cargo in (c) above, and failing resolution shall refer the problem to the contract Arbitrator for resolution.

SECTION XXIV. EXPLOSIVES AND TOXIC CARGOES—*TANKERS*

The Company shall forward information on the proper stowage, carriage, and handling of hazardous cargoes to those vessels where Licensed Deck Officers are involved in the transport of such cargoes. Copies of such information will be forwarded to the Organization and the Maritime Institute of Technology and Graduate Studies.

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SECTION XXV. EMERGENCIES

1. a. Members of the Licensed Deck Department shall perform the necessary and customary duties of that department. Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives therein, shall be performed at any time, and such work shall not be considered overtime. Emergency will be deemed to exist when all hands are summoned by the prescribed emergency signals and shall continue until all hands are officially dismissed.

b. In the event all hands are not called out in an emergency, all Licensed Deck Officers off watch shall be paid overtime for any work performed and in accordance with the applicable overtime sections of the Agreement.

c. No provision in this Section shall preclude any salvage claims the Licensed Deck Officers might otherwise be entitled to under maritime law.

SECTION XXVI. MAINTENANCE AND CURE— UNEARNED WAGES

1. Licensed Deck Officers who are entitled to maintenance under the general maritime law doctrine of wages, maintenance and cure, on account of injury or illness incurred in the service of the ship, shall be paid maintenance at the rate of eight ($8.00) dollars per day to be paid weekly.

2. Wages, maintenance and cure under such doctrine will not be withheld in any case merely because the claimant has also submitted a claim for damages or has filed suit therefor, or is taking steps to that end.

3. In the event a Licensed Deck Officer must leave his vessel in any port because of illness or injury incurred in the service of the vessel, and under circumstances which would entitle him to maintenance and cure payments, he shall promptly receive a full statement of his account, showing the wages due him, including approximate overtime and bonus payments. Further, he shall receive eight ($8.00) dollars per day maintenance and cure commencing with the time of his discharge from a hospital, even if such discharge is for transfer to another hospital for the period of time he is on outpatient status. This eight ($8.00) dollars per day maintenance and cure shall be paid weekly by the vessel's agent in whatever port the Licensed Deck Officer happens to be. An advance against unearned wages shall also be paid weekly in an amount equal to ninety (90%) percent of the net weekly wages.

4. During the period referred to in the preceding paragraph, when a Licensed Deck Officer in a foreign port is awaiting return transportation, the eight ($8.00) dollars per day shall be paid at least weekly by the Company to cover the expense of lodging and subsistence, provided the U. S. Consul does not simultaneously advance money for the same purpose. However, if the Company is required to furnish lodging and subsistence because the eight ($8.00) dollar advance is not used by the Licensed Deck Officer for this purpose, the cost to the Company may be debited against wages earned or unearned, up to but not exceeding the sum of eight ($8.00) dollars per day. If the Licensed Deck Officer is unable to obtain lodging and subsistence for eight ($8.00) dollars, upon request, the Company will furnish the same, but not be obligated to pay the eight ($8.00) dollars in addition thereto.

5. If a Licensed Deck Officer is hospitalized, the Company will honor a letter signed by the Licensed Deck Officer, assigning to a beneficiary designated by him, in accordance with the regulations covering allotments, all or a specified portion of unearned wages due said Licensed Deck Officer.

6. The payment of Maintenance and Cure or unearned wages when denied, may be taken up on its merits under the grievance procedure of the Agreement providing a reasonable period of time has been allowed to the Company to ascertain the facts involved and no such issue may be submitted to arbitration unless the individual Licensed Deck Officer involved agrees that the Arbitration Award shall act as a complete and final substitute of any claim for maintenance and cure or unearned wages.

7. The sole fact that a Licensed Deck Officer has made a claim for maintenance and cure, unearned wages, or for damages resulting from illness or injury, shall not constitute just cause for discharge or denial of reinstatement, or rejection for employment.

8. The Master shall be entitled to maintenance and cure benefits and unearned wages in the same manner as any other Licensed Deck Officer.

9. The use of medical services or facilities by a Licensed Deck Officer, including the Master, other than those provided by the United States Public Health Service, shall not constitute a bar to the payment of maintenance and cure, or unearned wages. The Company shall retain the right to have the Officer who is receiving unearned wages or maintenance and cure payments examined by the U. S. Public Health Services, closest to his home, or an independent medical facility designated by the Welfare Plan, in the city where the Officer resides provided that all normal expenses incurred by this option shall be borne by the Company.

SECTION XXVII. HOLIDAYS

1. **Holidays.** The following shall be recognized as holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Where, by reason of national legislation, a holiday provided under this contract is celebrated on a day other than the date on which it would otherwise fall, such day provided by national legislation shall be recognized as the holiday under this contract. Holidays already changed by national legislation are as follows:

Lincoln's Birthday; Washington's Birthday; Memorial Day; Veterans' Day.

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2. Holiday Work. The overtime rate of pay shall be paid Licensed Deck Officers who perform work on any of the nine (9) holidays described above, and any of such holidays falling on Saturdays, or Sundays, shall be observed on the following Monday. No double overtime shall be paid for work performed attributable to holidays falling on Saturdays or Sundays.

3. Voting Time. When a vessel is in a U. S. port on any general Election Day, Licensed Deck Officers who are qualified registered voters shall be afforded two (2) hours to vote.

4. Local Holidays. When in ports of the United States, the Licensed Deck Officers shall be granted any additional holidays granted by the Company to the longshoremen in such ports. This shall not be applicable to tankers except when engaged in the grain, dry bulk or dry cargo trade.

SECTION XXVIII. VACATIONS

1. a. The Agreement and Declaration of Trust establishing the MM&P Vacation Plan, MM&P Tanker Vacation Plan and MM&P-PMA Vacation Plan, each is hereby extended through June 15, 1976. The Company agrees to contribute at a rate sufficient to meet the cost of vacation benefits earned, administrative costs and taxes, if any, applicable to such benefits.

b. It is the intention of the parties that the MM&P-PMA Vacation Plan shall be merged with the MM&P Vacation Plan, which will be the surviving program to provide benefits for service on and after June 16, 1972. It is further agreed that the parties will establish a committee to decide the conditions and timing of a further merging of the MM&P Tanker Vacation Plan with the MM&P Vacation Plan.

c. For all covered employment on and after June 16, 1972, the vacation benefit under the MM&P Vacation Plans shall be eleven (11) days for each thirty (30) days of said employment aboard dry cargo and passenger vessels and sixteen (16) days for each thirty (30) days of said employment aboard tanker vessels; except as provided in (d) and (e) below.

d. Each Licensed Deck Officer, including the Master, employed on a vessel which is designed primarily as a container carrier, barge carrier, automobile carrier, roll-on, roll-off or OBO vessel, shall receive fifteen (15) days' vacation for each thirty (30) days of employment on said vessels.

e. In addition to the benefits provided above, each Master shall be entitled to vacation benefits equal to five (5) days for each thirty (30) days of employment.

f. Any Licensed Deck Officer who fails to take his vacation and days off as required under the provisions of Section II and this Section XXVIII, shall be denied all vacation credits and benefits for the period of unauthorized employment. The monies so withheld shall be deposited in an MM&P Special Welfare Fund.

g. No Licensed Deck Officer shall be re-employed prior to the expiration of his vacation period and additional days off without the express written consent of the Organization.

h. The amount of vacation benefits shall be prorated in accordance with the average base rate of pay (which shall include non-watch allowance) received by the Employee in the period used for computing eligibility. It shall also be prorated in accordance with the vacation schedule(s) applicable to the vessel(s) upon which he was employed. (This shall not be applicable to Port Relief Officers employed on a monthly basis.)

i. Licensed Deck Officers applying for vacation benefits shall apply for benefits on all employment at time of filing. A Licensed Deck Officer's failure to apply on all such employment shall cause him to lose vacation benefits on such period, the amount of which shall be deposited in an MM&P Special Welfare Fund.

2. Notwithstanding the provisions set forth in Section II of this Agreement, the parties agree that the number of days of time off without pay in each contract year as required by Section II may, at the discretion of the Organization, be reduced to such number as the Organization may determine. Any such reduction shall remain in effect for such period of time as the Organization, in its discretion, may determine. The Trustees of the Vacation Plan shall make such rules as may be required to place into effect this provision of the contract. The purpose of any such adjustments shall be to meet the impact of unemployment for the distribution of available employment in an equitable manner.

3. At the commencement of a voyage or at the commencement of a pay period, a Licensed Deck Officer who is part of the complement of a vessel shall have the option to waive overtime payments during said voyage or pay period and, in lieu thereof, accrue additional days of vacation. Such days of vacation shall correspond to the amount which he would have earned as overtime divided by the daily vacation benefit of the Employee, plus the Company's daily pension contribution for said vacation day. Said additional vacation shall be taken by the Employee immediately following a vacation period.

(The parties shall meet to establish procedures for the implementation of this provision, and the circumstances under which it can be exercised.)

4. a. The Company agrees not to employ any Licensed Deck Officer who is receiving vacation benefits under this Section. This is not intended to prevent a Company from utilizing the expertise or service of an Officer as a witness or representative of the Company in litigation or hearings. In this latter circumstance, the required vacation days will be extended for the period the Officer is needed.

b. In the event a Licensed Deck Officer is required to serve as a Port Relief Officer to meet the manning requirements while receiving vacation benefits, his return-to-work date from vacation shall be extended one day for each eight (8) hours' employment.

5. a. The Parties agree that the MM&P Vacation Plans shall make the necessary arrangements to provide facilities in the Organization's Hiring Halls in the ports designated by the Organization for the payment of monies due

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to night, weekend, and holiday Port Relief Officers, and Port Relief Officers employed on a monthly basis.

b. Employment as a Port Relief Officer shall not be deemed employment for the purpose of computing vacation benefits. It is understood that an amount equal to said vacation benefit has been included in the hourly rate for such employment.

c. The Parties agree that contributions by the Company to the MM&P Pension and Welfare Plans and credits for such employment by Port Relief Officers shall continue on the same basis as under the previous collective bargaining Agreement (which has been extended herein).

6. Vacation days as applicable provided under this Agreement shall be paid through the Vacation Plan.

7. The Company agrees that Union dues, initiation fees and assessments may be deducted by the Administrator of the MM&P Vacation Plans from each vacation benefit payment received by members of the Organization, in such amounts as may be due under the Organization's Constitution, for each member who executes a written authorization permitting such deduction to be made. The sums deducted will be remitted to the Secretary-Treasurer of the Organization. The Organization will provide the necessary authorization forms and deliver the signed forms to the Administrator of the MM&P Vacation Plan.

8. Notwithstanding any other provision in the Agreement, it shall be a condition of employment, and/or registration for employment, that all Employees and prospective Employees covered in this Agreement who are not members of the Union, shall be required to pay a service fee of $75.00 or such other amount as may hereafter be agreed upon, at the time of registration and no more frequently than on a calendar quarterly basis thereafter, payable in advance, plus a service fee of 6% of the gross amount of each vacation benefit received for work performed on MM&P contract vessels on or after June 16, 1972, in addition to the $75.00 or other quarterly fee, in consideration of the services performed by the Organization, including the negotiation and enforcement of collective bargaining agreements, the maintenance of employment offices, and other Organization activities performed for the general interest of all Employees in the bargaining unit. The failure to pay such quarterly service fees shall be sufficient ground for removal from the Organization assignment list and shall nullify any prior assignment therefrom. The Administrator shall deduct from the vacation benefits of non-Organization Employees and pay to the Secretary-Treasurer of the Organization amounts equal to the service fees required to be paid by such non-Organization Employees pursuant to this Section. The sums deducted will be remitted to the Secretary-Treasurer of the Organization. The Organization will provide the necessary authorization forms and deliver the signed forms to the Administrator of the MM&P Vacation Plans.

The Organization agrees to indemnify and hold harmless the Employers or Companies from any and all liabilities which they or the MM&P Vacation Plans may have as a result of dues paid to the Organization from the vacation pay of Licensed Deck Officers.

SECTION XXIX. PENSION AND WELFARE PLANS

A. WELFARE (ALL CONTRACT COMPANIES (EXCEPT PMA)

1. The documents establishing and constituting the MMP Pension and Welfare Plan (herein Welfare Plan), as amended, are extended through and including June 15, 1976.

The Companies agree to contribute to the MMP Welfare Plan in accordance with the provisions of the Plan, as amended, and the Companies also agree to guarantee the benefits which are provided by the Plan, and will pay any additional contributions necessary to provide such guaranteed benefits.

2. a. The funds set aside in the newly-created MMP Special Welfare Fund are subject to allocation by the Organization and shall remain separate and apart from other funds in the MMP Welfare Plan until disposed of according to the decision of the Organization.

b. Separate and apart from 2 (a) above, the Companies agree to make the necessary contribution to the MMP Welfare Plan to meet the cost of the benefits, the administrative costs and to maintain such reserves as may be necessary under applicable law and maintain the Plan on a sound actuarial basis.

3. Effective January 1, 1973, the Trustees of the Plan(s) shall make the following changes in the program of benefits:

a. All dental allowances shall be increased fifty (50%) percent and allowance for orthodontic work shall be added at a reasonable level.

b. (1) Under the conditions set forth in this paragraph, pensioners and their dependents, as defined in the Welfare Plan, shall be entitled to those benefits enumerated in paragraph (b) (2) below. These conditions are **(i)** the pensioner must be less than sixty-five (65) years of age and not entitled to Medicare benefits, and **(ii)** the pensioner must not be gainfully employed and receiving compensation above the minimum allowed under Social Security, and **(iii)** the pensioner's dependent spouse or other dependents must not be gainfully employed and receiving compensation above the minimum allowed under Social Security, and **(iv)** the dependent spouse is not entitled to Medicare, and **(v)** the dependent child was born prior to the effective date of the pension, and in the case of a step-child or adopted child, such relationship must have existed at the effective date of the pension.

(2) Those pensioners and their dependents who meet the conditions set forth in paragraph (b) (1) above, shall be entitled to the following benefits as more fully described in the basic Plan for active Employees:

Medical Expense Benefits	Polio Benefits
Hospitalization Benefits	Cancer Benefits
Surgical Benefits	Major Medical to
Medical Expense Benefits	$5,000.00—lifetime
(Doctor Visits)	Excluded Illnesses
Laboratory and	Mental Illness
X-ray Benefits	Optical Benefits

c. Each Licensed Deck Officer shall receive credit for eligibility purposes at the rate of one (1) day for each

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day he is on the Company's payroll.

d. Extended death benefits shall only be paid to immediate family of a deceased Employee.

e. The Trustees of the MM&P Welfare Plan are directed to make the necessary amendments to the Welfare Plan documents so that, effective June 16, 1973, the eligibility requirements and benefits provided for under the MM&P Welfare Plan are the same as the eligibility requirements and benefits provided for under the MMP-PMA Welfare Plan.

A. WELFARE (PMA ONLY)

1. The documents establishing and constituting the MMP-PMA Welfare Plan, including the First Amended MMP-PMA Welfare Plan Agreement dated the first day of January, 1959, as amended, are extended through and including June 15, 1976.

The Companies agree to contribute to the MMP-PMA Welfare Plan, in accordance with the provisions of the Plan, as amended, and except for those benefits which are paid for out of the MMP Special Welfare Fund, the Companies agree to guarantee the benefits which are provided by the Plan, and will pay any additional contributions necessary to provide such guaranteed benefits.

2. a. The funds set aside in the MMP Special Welfare Fund are subject to allocation by the Organization and shall remain separate and apart from other funds in the MMP-PMA Welfare Plan until disposed of according to the decision of the Organization.

b. Separate and apart from 2 (a) above, the Companies agree to make the necessary contribution to the MMP-PMA Welfare Plan to meet the cost of the benefits, the administrative costs and to maintain such reserves as may be necessary under applicable law and maintain the Plan on a sound actuarial basis.

3. Effective January 1, 1973, the Trustees of the Plan(s) shall make the following changes in the program of benefits:

a. All dental allowances shall be increased fifty (50%) percent and allowance for orthodontic work shall be added at a reasonable level.

b. (1) Under the conditions set forth in this paragraph, pensioners and their dependents shall be entitled to those benefits enumerated in paragraph (b) (2) below. These conditions are **(i)** the pensioner must be less than sixty-five (65) years of age and not entitled to Medicare benefits, and **(ii)** the pensioner must not be gainfully employed and receiving compensation above the minimum allowed under Social Security, and **(iii)** the pensioner's dependent spouse or other dependents must not be gainfully employed and receiving compensation above the minimum allowed under Social Security, and **(iv)** the dependent spouse is not entitled to Medicare, and **(v)** the dependent child was born prior to the effective date of the pension, and in the case of a step-child or adopted child, such relationship must have existed at the effective date of the pension.

(2) Those pensioners and their dependents who meet the conditions set forth in paragraph (b) (1) above, shall be entitled to the following benefits as more fully described in the basic Plan for active Employees:

Medical Expense Benefits	Polio Benefits
Hospitalization Benefits	Cancer Benefits
Surgical Benefits	Major Medical to
Medical Expense Benefits	$5,000.00—lifetime
(Doctor Visits)	Excluded Illnesses
Laboratory and	Mental Illness
X-ray Benefits	Optical Benefits

c. Each Licensed Deck Officer shall receive credit for eligibility purposes at the rate of one (1) day for each day he is on the Company's payroll.

d. Extended death benefits shall only be paid to immediate family of a deceased Employee.

e. At the end of each fiscal year, the Trustees will ascertain the cost and/or savings of the benefit changes in (a), (b) and (d) above. If there is a net cost, the cost shall be paid out of the MMP Special Welfare Fund. If there is a net savings, the amount of the savings shall be transferred to the MMP Special Welfare Fund.

B. PENSIONS (ALL CONTRACT COMPANIES EXCEPT PMA)

1. The Employers shall continue to contribute to provide pensions to Licensed Deck Officers in accordance with the MMP Pension Plan, as amended.

2. The Parties agree to continue in force and in effect to and including June 15, 1976, the Pension Plan and its Trust indenture and other Plan documents, established by the Parties, conditional upon continued approval by the Internal Revenue Service on the subject of Federal Income Tax deduction only.

3. The benefits and eligibility rules of the MMP Pension Plan in effect under the Agreement as of June 15, 1972 and as further amended in accordance with the provisions of this Agreement and specifically subject to the provisions of subparagraph 4 herein below with respect to the MMP Pension Plan, shall continue in effect.

4. Each Company agrees with respect to the MMP Pension Fund:

a. For each of the contract years there shall be contributed to the MMP Pension Plan a minimum amount to be measured by the rate of contribution to the Pension Plan as has been determined by the Trustees of the Pension Plan to be in effect as of June 16, 1969, on which contributions were made to the Pension Plan by the Contributing Employers within the fiscal years ending January 31, 1966, 1967 and 1968. The actuary to the Pension Plan shall determine semi-annually the number of man days on which contributions have in fact been made for the preceding period and the rate of contribution shall be increased by the Trustees if necessary to assure receipt by the Pension Plan for each contract year of the annual minimum income in accordance with the foregoing obligation. The Trustees in their discretion may extend such period of a contract year to eighteen (18) months. Any surplus in the Pension Fund generated as a result of this provision may not be applied for improvements in existing benefits eligibility rules or the

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establishment of new benefits under the Pension Plan. "Surplus" as used herein shall be deemed to be the amount received by the Pension Fund in excess of that required to meet the cost of current credits, interest on unfunded liability, administrative costs and amortization of the past service liability under the 15-25 year funding agreement between the Parties hereto which is part of the Agreement.

b. In the event the Actuary to the Pension Plan ascertains as part of his periodic reviews that the number of man days for which contributions have in fact been made for the preceding period is greater than the pro rata number of days for the same period of time under the annual three (3) year average as provided above, and so reports to the Trustees, the rate of contribution shall be changed by action of the Trustees within the following requirements: The assured annual income to be received by the Pension Plan must not be:

i. less than the minimum guarantee provided for in 4(a) above, nor,

ii. less than an amount equal to the cost of current credits, interest on unfunded liability, administrative costs and for funding as covered in the 1967 15-25 year funding agreement between the Parties hereto, and which continues in full force and effect.

c. Nothing provided for in subparagraphs 4(a) and 4(b) above shall be construed as modifying or changing in any way, the obligations of the Employers under the Agreement to make such additional contributions as may be necessary to fund the Plan in accordance with the funding provisions of the Agreement.

d. There shall be no unilateral change of any contribution rate which has been agreed upon by the Trustees of the Pension Fund.

e. Any monies hereafter received in the MMP Pension Plan which may be designated as part of a Special Pension Fund or which may hereafter be received by the Pension Fund for allocation to a Special Pension Fund shall not be included for any purpose in the computation made under subparagraph 4(a), 4(b), or 4(c) above. Any such Special Pension Fund shall be used exclusively and solely for such legal purposes as may be determined by the Organization.

5. Effective as of June 16, 1969, the Employers shall increase their rate of contribution to the MMP Pension Plan by an amount, over and above that which they are presently obligated to contribute under the outstanding collective bargaining agreements (which present obligation is not intended to be modified or changed in any manner by virtue of this paragraph) equal to what the Actuary of the Fund shall determine to be necessary to fund on a twenty-five 25) year basis from June 16, 1967, all accrued liability for all prior service for the program of pension benefits under the MMP Pension Plan which has already been approved by the Trustees of the Fund.

Such increase in contribution shall be allocated only for said purpose. In such computation the funding of the Fund shall not be deemed to include contributions made by Employers in connection with positions on vessels within the applicable contractually required manning scale but not filled by regular Licensed Deck Officers.

With respect to any Company whose fleet at any one time (vessels owned by the Company) averages more than twenty (20) years (from date of construction or major reconversion) the foregoing additional contributions while such condition obtains shall be based on a funding within fifteen (15) years.

The Actuary to the Fund shall make an annual report to the Trustees certifying as to the appropriate rate to accomplish this objective.

6. The MMP Pension Plan shall be amended in the following respects:

a. A new pension benefit shall be established after thirty (30) years of credit amounting to $470 per month or 60% of pay, whichever is higher. In order to be eligible for the thirty-year pension, an Employee must accrue two years of credit subsequent to June 15, 1972.

b. Effective January 1, 1973, a Licensed Deck Officer shall be given a year's pension credit for each calendar year in which he is employed prior to reaching age 65 for at least 280 days in Covered Employment. If, in a calendar year he was employed, prior to reaching age 65, for less than 280 days in Covered Employment, he shall receive pension credits in quarter-year units, as follows:

Days of Covered Employment in the Calendar Year	Quarters to be Credited
Less than 70	none
70 to 139	1
140 to 209	2
210 to 279	3
280 and over	4

B. PENSIONS (PMA ONLY)

1. The Employers shall continue to contribute to provide pensions to Licensed Deck Officers in accordance with the First Amended MMP-PMA Pension Agreement dated 25th day of June 1959, as amended through September 30, 1970.

2. The Parties agree to continue in force and in effect to and including June 15, 1976, the Pension Plan and its Trust indenture and other Plan documents, established by the Parties, conditional upon continued approval by the Internal Revenue Service on the subject of Federal Income Tax deduction only.

3. The benefits and eligibility rules of the MMP-PMA Pension Plan in effect under the Agreement as of June 15, 1972 and as further amended in accordance with the provisions of this Agreement and specifically subject to the provisions of subparagraph 4 herein below with respect to the MMP-PMA Pension Fund, shall continue in effect.

4. Each Company agrees with respect to the MMP-PMA Pension Fund:

a. For each of the contract years there shall be contributed to the MMP-PMA Pension Fund a minimum amount to be measured by the rate of contribution to the Pension Fund as has been determined by the Trustees of the Pension Plan to be in effect as of June 16, 1969 (for

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the purposes of this paragraph only, that rate shall be $14.30) multiplied by the annual average of 243,000 man-days (for PMA) on which contributions were made to the Pension Fund by the Contributing Employers within the fiscal years ending January 31, 1966, 1967 and 1968. The actuary to the Pension Plan shall determine semi-annually the number of man days on which contributions have in fact been made for the preceding period and the rate of contribution shall be increased by the Trustees if necessary to assure receipt by the Pension Plan for each contract year of the annual minimum income in accordance with the foregoing obligation. The Trustees in their discretion may extend such period of a contract year to eighteen (18) months. Any surplus in the Pension Fund generated as a result of this provision may not be applied for improvements in existing benefits, eligibility rules or the establishment of new benefits under the Pension Plan. "Surplus" as used herein shall be deemed to be the amount received by the Pension Fund in excess of that required to meet the cost of current credits, interest on unfunded liability, administrative costs and amortization of the past service liability under the 15-25 year funding agreement between the Parties hereto which is part of the Agreement.

b. In the event the Actuary to the Pension Plan ascertains as part of his periodic reviews that the number of man days for which contributions have in fact been made for the preceding period is greater than the pro rata number of days for the same period of time under the annual three (3) year average as provided above, and so reports to the Trustees, the rate of contribution shall be changed by action of the Trustees within the following requirements: The assured annual income to be received by the Pension Plan must not be:

i. less than the minimum guarantee provided for in 4(a) above, nor,

ii. less than an amount equal to the cost of current credits, interest on unfunded liability, administrative costs and for funding as covered in the 15-25 year funding agreement between the Parties hereto which is part of the 1969 collective bargaining Agreement between the Parties, and which continues in full force and effect.

c. Nothing provided for in subparagraphs 4(a) and 4(b) above shall be construed as modifying or changing in any way, the obligations of the Employers under the Agreement to make such additional contributions as may be necessary to fund the Plan in accordance with the funding provisions of the Agreement.

d. There shall be no unilateral change of any contribution rate which has been agreed upon by the Trustees of the Pension Fund.

e. Any monies hereafter received in the MMP-PMA Pension Fund which may be designated as part of a Special Pension Fund or which may hereafter be received by the Pension Fund for allocation to a Special Pension Fund shall not be included for any purpose in the computation made under subparagraphs 4(a), 4(b), or 4(c) above. Any such Special Pension Fund shall be used exclusively and solely for such legal purposes as may be determined by the Organization.

5. Effective as of June 16, 1969, the Employers shall increase their rate of contribution to the MMP-PMA Pension Fund by an amount, over and above that which they are presently obligated to contribute under the outstanding collective bargaining agreements (which present obligation is not intended to be modified or changed in any manner by virtue of this paragraph) equal to what the Actuary of the Fund shall determine to be necessary to fund on a twenty-five (25) year basis from June 16, 1969, all accrued liability for all prior service for the program of pension benefits under the MMP-PMA Pension Fund which has already been approved by the Trustees of the Fund.

Such increase in contribution shall be allocated only for said purpose. In such computation the funding of the Fund shall not be deemed to include contributions made by Employers in connection with positions on vessels within the applicable contractually required manning scale but not filled by regular Licensed Deck Officers.

With respect to any Company whose fleet at any one time (vessels owned by the Company) averages more than twenty (20) years (from date of construction or major reconversion) the foregoing additional contributions while such condition obtains shall be based on a funding within fifteen (15) years.

The Actuary to the Fund shall make an annual report to the Trustees certifying as to the appropriate rate to accomplish this objective.

6. The MMP-PMA Pension Plan Agreement shall be amended in the following respects:

a. A new pension benefit shall be established after thirty (30) years of credit amounting to $470 per month or 60% of pay, whichever is higher. In order to be eligible for the thirty-year pension, an Employee must accrue two years of credit subsequent to June 15, 1972.

b. Effective January 1, 1973, a Licensed Deck Officer shall be given a year's pension credit for each calendar year in which he is employed prior to reaching age 65 for at least 280 days in Covered Employment. If, in a calendar year he was employed, prior to reaching age 65, for less than 280 days in Covered Employment, he shall receive pension credits in quarter-year units, as follows:

Days of Covered Employment in the Calendar Year	Quarters to be Credited
Less than 70	none
70 to 139	1
140 to 209	2
210 to 279	3
280 and over	4

c. The Parties agree that for the fiscal year February 1, 1973 through January 31, 1974, the daily contribution rate shall be $21.57.

The Parties agree that the Pension Plan shall have co-actuaries, one designated by the Company Trustees and one by the Union Trustees. The co-actuaries will have equal access to data required to prepare Annual Evaluation Reports or to carry out the usual and customary functions of an actuary. Each of the co-actuaries will prepare an Evaluation Report for the fiscal year ending January 31,

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1972 certifying the adequacy of the $21.57 rate which is to be effective February 1, 1973.

Each of the co-actuaries will prepare an Annual Evaluation Report for the fiscal year ending January 31, 1973, and recommend a daily contribution rate for the fiscal year commencing February 1, 1974. Either party shall have the right to reject the daily contribution rate recommended by one or both of the co-actuaries, and shall then have the right to submit to arbitration the issue of the proper daily contribution rate for such fiscal year.

The same procedures as described in the above paragraph shall also be followed in determining the proper daily contribution rate for each succeeding fiscal year.

C. GENERAL PENSION AND WELFARE CONDITION (ALL CONTRACT COMPANIES EXCEPT PMA)

1. The Trustees of each of the MMP Plans are authorized if they so decide, provided a majority of the Employer Trustees agree, to require a bond or other security to be posted by any Company which in the judgment of the Trustees, is required to ensure full payment of all compensation to their covered Employees and their required contributions to said Plans as provided for in the collective bargaining agreement.

2. A "Contributing Employer," "Covered Employees," and "Covered Employment" under the MMP Pension and Welfare Plans, may include, as determined by the Trustees in accordance with the Rules and Regulations promulgated thereunder but subject to the requirements of, and to the extent permitted by, applicable law: **(a)** Employers who are obligated by collective bargaining agreement to make the necessary contributions to the Plans in behalf of covered Employees; **(b)** covered Employees in whose behalf an Employer has been obligated to make contributions which may embrace pensioners who had, prior to retirement, been in covered employment; **(c)** the MMP Pension, Welfare and other Plans which are hereby authorized to make the required contributions as contributing Employers, in behalf of their respective Employees, on such basis as may be determined by the Trustees; **(d)** the International Organization of Masters, Mates and Pilots, and subordinate bodies of the Organization, which are hereby authorized to make the required contributions as contributing Employers, in behalf of their respective Officials, Employees and Representatives, on such basis as may be determined by the Trustees, and **(e)** covered employment shall mean employment for which an Employer is obligated to contribute to any or all said Plans and for the purpose of eligibility shall include periods of time preceding the date when the Employer became so obligated as may be determined by the Trustees.

3. Effective for employment on and after January 1, 1973, or at such later date that may be agreed upon, the Companies' contributions to the MMP Pension Plan shall be converted from a dollar per man per day payment to a percentage of base rate payment with the understanding that the aggregate obligation of the Companies or the total contribution to the Plan will not be affected by the change to a percentage contribution. **The Parties shall meet to work out procedures for implementing this change.**

4. In the event of legislation affecting the MMP Pension Plan, the Companies agree to make such additional contributions as are actuarially deemed to be necessary to enable the Pension Plan to comply therewith.

5. Any sums payable to any Licensed Deck Officer under the provisions of this Agreement, which are not claimed by the Officer within six (6) years after the amount becomes payable shall be paid by the Employer to an MMP Special Welfare Fund.

6. In accordance with past practice, all incurred expenses of any Arbitration dispute, including counsel fees, shall be paid by the involved MMP Plans, and the various Plan documents shall be so amended.

7. The Parties agree to establish a Joint Committee for the purpose of determining the feasibility of a merger of the MMP-PMA Pension Plan and the MM&P Pension Plan.

8. The Trustees shall make whatever amendment may be necessary in the Pension Agreement and Regulations to permit the deduction by the Administrator of 3% of a pensioner's monthly payment to be paid over to the Organization's Pensioner's Action Fund, upon receipt by the Administrator of an authorization therefor executed by the pensioner.

9. Pensioners will be prohibited from working at any job in the maritime industry after a pension is awarded; except the Trustees may permit re-employment in shoreside positions covered by a collective bargaining agreement of the Organization.

10. The Fund shall provide the option of a survivor's pension (including "pop-up" option) to a surviving widow who has been married to the pensioner for at least five (5) years immediately prior to the date of his retirement. The survivor's pension shall be in an amount actuarially computed in accordance with existing benefit levels. The option must be exercised at least two years prior to the date of retirement.

C. GENERAL PENSION AND WELFARE CONDITIONS (PMA ONLY)

1. The Trustees of each of the MMP-PMA Funds are authorized if they so decide, provided a majority of the Employer Trustees agree, to require a bond or other security to be posted by any Company which in the judgment of the Trustees, is required to ensure full payment of all compensation to their covered Employees and their required contributions to said Plans as provided for in the collective bargaining agreement.

2. A "Contributing Employer," "Covered Employees," "Covered Employment" under the MMP-PMA Pension and Welfare Plans, may include, as determined by the Trustees in accordance with the Rules and Regulations promulgated thereunder but subject to the requirements of, and to the extent permitted by, applicable law: **(a)** Employers who are obligated by collective bargaining agreement to make the necessary contributions to the Plans in behalf of

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covered Employees; (b) covered Employees in whose behalf an Employer has been obligated to make contributions which may embrace pensioners who had, prior to retirement, been in covered employment; (c) the MMP-PMA Pension, Welfare and other Plans which are hereby authorized to make the required contributions as contributing Employers in behalf of their respective Employees, on such basis as may be determined by the Trustees; (d) the International Organization of Masters, Mates and Pilots, and subordinate bodies of the Organization, which are hereby authorized to make the required contributions as contributing Employers, in behalf of their respective Officials, Employees and Representatives, on such basis as may be determined by the Trustees, and (e) covered employment shall mean employment for which an Employer is obligated to contribute to any or all said Plans and for the purpose of eligibility shall include periods of time preceding the date when the Employer became so obligated as may be determined by the Trustees.

3. On or before January 1, 1973, the method of Company contributions to the Pension Fund shall be altered so as to conform to the Feinberg Principle, that such contributions shall be made for days of vacation as well as for days of employment with the understanding that the aggregate obligation of the Company or the total contribution to the Fund will not be affected by the change.

4. Effective for employment on and after January 1, 1973, or at such later date that may be agreed upon, the PMA member companies' contributions to the MMP-PMA Pension Fund shall be converted from a dollar per man per day payment to a percentage of base rate payment with the understanding that the aggregate obligation of the Companies or the total contribution to the Fund will not be affected by the change to a percentage contribution. **The Parties shall meet to work out procedures for implementing this change.**

5. In the event of legislation affecting the MMP-PMA Pension Plan, the PMA member Companies agree to make such additional contributions as are actuarially deemed to be necessary to enable the Pension Plan to comply therewith.

6. Any sums payable to any Licensed Deck Officer under the provisions of this Agreement, which are not claimed by the Officer within six (6) years after the amount becomes payable shall be paid by the Employer to the MMP-PMA Welfare Plan Special Fund.

7. In accordance with past practice, all incurred expenses of any Arbitration dispute, including counsel fees, shall be paid by the Pension Trust, and the Pension Agreement shall be so amended.

8. The Parties agree to establish a Joint Committee for the purpose of determining the feasibility of a merger of the MMP-PMA Pension Plan and the MM&P Pension Plan.

9. The Parties agree that the pension trust documents shall be amended to provide that Licensed Deck Officers who would be eligible for a Normal, Reduced, Early or Disability Pension under the Pension Plan rules as they existed before the Eighth Amendment to the First Amended Pension Plan may not be eligible under the Pension Plan as amended because they will not have a year of Credited Service after June 15, 1965. All such Licensed Deck Officers shall be eligible to receive a Pension if they would have been eligible for a Pension under the provisions of the Pension Plan as they read before the Eighth Amendment. The amount of their Pension shall be what they would have been entitled to receive under the old rules, increased as provided in Article III, Section 7 of the Pension Plan agreed as amended April 17, 1970.

10. The Trustees shall make whatever amendment may be necessary in the Pension Agreement and Regulations to permit the deduction by the Administrator of 3% of a pensioner's monthly payment to be paid over to the Organization's Pensioner's Action Fund, upon receipt by the Administrator of an authorization therefor executed by the pensioner.

11. Pensioners will be prohibited from working at any job in the maritime industry after a pension is awarded; except the Trustees may permit re-employment in shoreside positions covered by a collective bargaining agreement of the Organization.

12. The Fund shall provide the option of a survivor's pension (including "pop-up" option) to a surviving widow who has been married to the pensioner for at least five (5) years immediately prior to the date of his retirement. The survivor's pension shall be in an amount actuarially computed in accordance with existing benefit levels. The option must be exercised at least two years prior to the date of retirement.

SECTION XXX. TRAINING

1. The parties agree to continue the training program known as the Maritime Advancement, Training, Education and Safety (M.A.T.E.S.) Program and to extend the Agreement and Declaration of Trust to and through June 15, 1976. The Program is to be financed in this manner:

a. Each Company which is participating in the Program shall pay into the M.A.T.E.S. Fund an annual contribution of one thousand ($1,000.00) dollars for each vessel that is under contract with the Organization on each anniversary date of the contract.

b. Each Company shall pay into the M.A.T.E.S. Fund a daily contribution rate of $6.04 for each day worked for all covered Employees. (Ed. Note: The Pay Board has approved this $6.04 rate)

2. The Parties agree to discuss further implementation of the MM&P Apprentice Licensed Deck Officer Training Program.

SECTION XXXI. SEVERANCE PROGRAM

1. The parties agree that all of the terms and provisions of the Shipman Arbitration Award, dated July 9, 1959, which established the severance program, and all of the subsequent supplementary arbitration awards relating thereto, shall be deemed to be incorporated as part of the Agreement, subject to the changes hereafter set forth.

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2. The Company agrees that it must first make the necessary arrangements with the Organization for the escrow of such monies as may be due under the Shipman Award, in any case which falls within said Award, before it can make any transfer of a vessel out of American registry.

3. Any monies which may be due under the Shipman Award, as herein modified, shall be deemed to be wages and all legal actions available to collect wages shall be available to recover any such monies due.

4. When severance is payable, the monies due shall be paid to the MM&P Joint Employment Committee, and shall not be paid to individuals under any circumstances.

5. A calculation of severance pay, under the terms of the Shipman Award, shall be made with respect to each Licensed Deck Officer's position below the rank of Chief Officer on each of the Company's vessels as if the said vessel were transferred out of American registry on their last day of covered employment as a permanent Employee of the Company and severance was payable. The said amount thus calculated shall be deemed to be a "vested" amount payable as severance whenever and if the vessel is ultimately transferred out of American registry.

SECTION XXXII. JOINT EMPLOYMENT COMMITTEE

The establishment of the Joint Employment Committee is hereby confirmed and the Company agrees to continue or to commence, as the case may be, its contributions to the said Committee as hereinafter described.

The monies so contributed shall be available for the sole and exclusive purpose of defraying the cost and expense of the operation and maintenance of the employment offices operated by the Organization, from which the Company obtains its Licensed Deck Officers in accordance with the provisions of this contract, and the cost of administration incurred by the Committee.

The Company agrees, effective June 16, 1972, to contribute fifteen (15c) cents per day per covered Employee for each day on payroll to the Joint Employment Committee.

The parties agree, and will do what is required of them, to merge the Joint Employment Referral Committee (PMA Agreement) with the Joint Employment Committee (A&G Agreements) and for the latter to be the surviving entity, and for the necessary transfer of funds from the former.

It is further agreed that the Company and the Organization will be adequately and fairly represented on the Joint Employment Committee.

SECTION XXXIII. LITIGATION PROTECTION CLAUSE

1. The Company agrees, on request, to provide at the Company's expense, the services of legal counsel to any Licensed Deck Officer, including the Master, who becomes involved as a party defendant in any civil litigation arising out of any claimed act or omission, not constituting willful misconduct by such Licensed Deck Officer, and to reimburse such Licensed Deck Officer for any necessary costs and expenses incurred, such as transportation, subsistence and loss of wages (but excluding the amount of any judgment which may be rendered against such Licensed Deck Officer) in defending such litigation, or in appearing as a witness in any civil or other litigation, or at any proceeding at his Employer's request. Further, the Company agrees (1) not to implead any Licensed Deck Officer, or his estate, in any action brought against the Company and (2) not to file any suit for damages against any Licensed Deck Officer, or his estate, because of any act or omission not constituting willful misconduct of such Licensed Deck Officer in the course and scope of his employment. For the purposes of this Section, a Licensed Deck Officer shall be considered to be acting in the course and scope of his employment even though off duty if he is aboard the vessel and on the Company payroll.

2. If legislation or government regulations, now or hereafter provide that Licensed Deck Officers may be held liable for pollution caused by their vessels, then in absence of willful misconduct on the part of the Licensed Deck Officer, the Employer shall be obligated in any litigation or proceeding under such legislation or regulations **(a)** either to extend the services of legal counsel, or to pay the reasonable attorney fees charged to the Licensed Deck Officer should the Employer not extend the service of legal counsel, **(b)** to pay all his other costs and expenses, including those set forth in (1) above, of any litigation or proceeding in which the Licensed Deck Officer is involved, and **(c)** to reimburse the Licensed Deck Officer for any "fines" or other levies that may be imposed and for all lost wages of such Licensed Deck Officer resulting from his being involved in any such proceeding; and **(d)** to hold the Licensed Deck Officer harmless for any other costs or sanctions imposed under such legislation or regulations.

SECTION XXXIV. WAR ZONES, AREAS OF HOSTILITIES AND INSURANCE COVERAGE

1. War Zones. Any vessel going into any war zones, or areas rendered unsafe by virtue of hostilities, shall be subject to special negotiations with regard to increase of wages, or bonus or other special benefit.

2. War Risk Insurance

a. The Company will continue in effect for Licensed Deck Officers, War Risk Insurance as described in General Order 75 (Revised) Part 308, as printed in the Federal Register issue of February 28, 1957, including the provisions of Article 17 relating to Detention and Repatriation benefits, including wages, transportation, allotments and other benefits as provided in said Article 17. If such insurance is no longer available during the life of this Agreement, the subject of protection for internment (Detention and Repatriation) shall be open for special negotiations.

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b. If a Company does not fulfill its obligation to obtain War Risk Insurance, the following "war risk insurance" benefits shall be paid:

i. Life Insurance benefits of $20,000.

ii. Monthly disability benefits of $600 per month up to a total maximum payment of $20,000.

iii. Dismemberment benefits that are the equivalent of the then current MMP Welfare Plan.

iv. Detention benefits which shall be the base wages during the period of detention until such time as the Licensed Deck Officer is returned to a Continental United States port. These benefits shall be payable to his beneficiary or next of kin.

If there is no beneficiary or next of kin, it shall be paid to the Licensed Deck Officer on his return to the Continental United States.

3. No Sailing Delays. The Organiaztion agrees that no sailing shall be delayed because of failure to reach a prompt agreement, but that, if it becomes necessary, the prescribed steps for adjustment of the dispute shall be followed subsequent to the vessel's departure.

4. New Hostilities. Irrespective of whether prior negotiations have been held or completed, the Area Bonus, Vessel Attack Bonus and Harbor Attack Bonus provisions which are part of the special Vietnam memorandum shall be applicable, and the bonus amounts set forth in that memorandum shall be payable to the Licensed Deck Officers employed on any vessel which is in a defined harbor when another vessel is subjected to attack in that harbor. If a vessel is attacked on the high seas by a combatant in an area that is or becomes a war zone or area rendered unsafe by virtue of hostilities, the provisions of this section shall apply.

5. Requirements for Insurance. The Parties agree that upon the establishment of a requirement for increased premiums for hull insurance for war risk or areas of hostility, the Company shall insure the Licensed Deck Officers in such areas in the same amounts and covering the same losses and risks as set forth above referrable to the Vietnam area. The obligation to maintain such insurance shall terminate when the requirement for increased premiums for hull insurance shall terminate.

6. Presumption of Loss. The Parties recognize that a Licensed Deck Officer may be in a war zone or an area rendered unsafe by hostilities and may disappear or die under circumstances such that there is no clear proof whether his disappearance or death was the result of hostile action.

The Parties agree that under these circumstances there shall be a rebuttable presumption that his disappearance or death resulted from hostile action, and that beneficiary or next of kin shall be entitled to war risk life insurance benefits of $20,000 which shall be paid three months after his disappearance or death.

If it later develops, on the basis of further proof not previously available, that war risk insurance was improperly paid the Company shall have the right to pursue legal remedies.

7. Compensation for Loss of Effects

a. In the event of fire, shipwreck or loss of vessel, and the Licensed Deck Officer sustains partial or total loss of clothing, compensation not to exceed seven hundred fifty ($750.00) dollars will be paid each Licensed Deck Officer.

b. In the event of fire, shipwreck or loss of vessel, and the Licensed Deck Officer sustains partial or total loss of navigation instruments and equipment, additional compensation not to exceed three hundred ($300.00) dollars will be paid to each such Licensed Deck Officer unless there is a proven greater loss, in which case such additional compensation shall not exceed five hundred ($500.00) dollars.

c. The provisions of (a) and (b) of this Subsection 7 are conditional on such loss not being recoverable under war risk agreements between the Company and the Organization.

SECTION XXXV. MECHANIZATION AND AUTOMATION FUND (ALL CONTRACT COMPANIES EXCEPT PMA)

The parties agree to establish a Mechanization and Automation Fund. The Union shall have the right to allocate to the Fund some of the monies referred to in Section I, paragraph 3 and paragraph 4.

SECTION XXXV. MECHANIZATION AND AUTOMATION FUND (PMA ONLY)

All contributions to the MMP-PMA Mechanization and Automation Fund made as provided in Section XXXVII of the parties' Agreement effective June 16, 1961, and their further Agreement of September 20, 1963 (executed October 4, 1963) shall be used and applied as provided in the Agreement of September 20, 1963. All contributions shall be discontinued as of June 16, 1964, and any contributions thereafter shall be only by agreement of the parties. Any contributions payable for the period prior to June 16, 1964, but received thereafter shall be deposited, used and applied as provided in the Agreement of September 20, 1963.

SECTION XXXVI. GRIEVANCE PROCEDURE AND ARBITRATION

a. There shall be no strikes, lockouts or stoppages of work during the period of this Agreement, provided however, that the foregoing provisions shall not be applicable if the Company becomes delinquent in Pension, Welfare, Vacation, or any other MM&P Plan or Committee payments, allotments, or earned wages.

All disputes relating to the interpretation or performance of this Agreement which may arise between the parties to this Agreement shall be determined by a Licensed Personnel Board consisting of two persons appointed by the Organization and two persons appointed by the Company. The parties shall submit any such dispute for decision by the Board and they agree to be bound by the decision

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of a majority thereof. The Board shall agree to such rules of procedure as it may deem necessary.

In the event no settlement is reached by the Board, the issue may be referred to the Arbitrator by either party for arbitration. The cost of the arbitration shall be borne equally by the Organization and the Company involved.

Unless some other place is mutually agreed upon, the board shall meet in New York (San Francisco in the case of PMA companies) promptly upon the written notice from either the Organization or the Company.

The Organization and the Company may appoint alternates to act in place of the regular members of the Board.

b. John Gentry, Esq. shall serve as Arbitrator and David Feller, Esq. shall serve as Alternate Arbitrator.

The parties agree that all questions as to whether a dispute is arbitrable shall be submitted to and decided by the Arbitrator; provided, however, the Arbitrator shall be without authority to amend the terms of the collective bargaining agreement. The parties agree that all questions concerning the interpretation of an award made by the Arbitrator shall be re-submitted to the Arbitrator for a decision.

c. Pursuant to (a) and (b) above:

The Arbitrator will serve as Chairman of any meeting of the Licensed Personnel Board without vote. If said Board resolves any grievance, either by a majority vote or by mutual agreement, said grievance shall be deemed settled, and the decision shall be final and binding.

d. In the absence of such final disposition by the Licensed Personnel Board, the Arbitrator will then have jurisdiction of the case to render a decision as Arbitrator. Either party may request a further opportunity to present additional evidence for the purpose of the arbitration proceeding. In the absence of any such request or if the Arbitrator should deny such request, he will proceed to issue an award without the need of any further hearings.

e. A fixed date in each calendar month shall be designated for the meeting of the Licensed Personnel Board with respect to any grievances that each party may have. The Company and the Union agree that in order to properly have a grievance submitted to the Licensed Personnel Board at its regular monthly meeting, at least five (5) days' notice, in writing, must be given to the other party, setting forth the nature of the grievance and the relief requested, unless such time limitation is waived. If there are no grievances to be presented at any designated monthly meeting, the Arbitrator will be given twenty-four (24) hours' notice by the parties prior to the date of such meeting and said meeting will be cancelled.

f. Either party may, in addition to such fixed meetings, have the right, by telegraphic notice to the other party and to the Arbitrator, to request a convening of the Licensed Personnel Board to consider a grievance the nature of which requires immediate disposition. In such event the Board shall meet as expeditiously as possible but in no event later than twenty-four (24) hours after receipt of said notice. In such case the award of the Licensed Personnel Board and, where a deadlock of the Licensed Personnel Board occurs, the Arbitrator, if requested by the aggrieved party, shall issue his decision forthwith and in no event later than five (5) hours after the conclusion of the hearing. In addition, the aggrieved party may agree to waive this time limitation with respect to all or part of the relief requested.

The award of the Arbitrator shall be in writing and may be issued with or without an opinion. If any party desires an opinion, one shall be issued, but its issuance shall not delay compliance with and enforcement of the award.

g. The failure of any party to attend an arbitration hearing as scheduled by the Arbitrator shall not delay said arbitration and the Arbitrator is authorized to proceed to take evidence and to issue an award as though such party were present.

h. It is the desire and purpose of the parties that all grievances, available for Licensed Personnel Board or Arbitration, be disposed of as promptly and expeditiously as possible.

SECTION XXXVII. CO-EXTENSIVE EMPLOYMENT POOL

The parties agree that there will be established an employment pool which will consist of all Employees eligible to be employed on vessels covered by a collective bargaining agreement with the Organization. Individuals in the employment pool shall consist of all those who are maintained on the shipping lists in each MM&P hiring hall from which Employers covered by an Agreement with MM&P obtain covered Employees.

The parties agree that the provisions of this Agreement are aimed to cover and protect all individuals in the aforesaid employment pool and to insure that their job opportunities are maintained and preserved. It is thus agreed for purposes of the protection of the jobs of the Licensed Deck Officers and for purpose of preserving their work and job opportunities, covered Employees are to be considered co-extensive with the employment pool consisting of all Licensed Deck Officers available for shipping in the MM&P employment offices.

SECTION XXXVIII. CONTRACT DEFINITIONS

1. Cargo Activity

The term "cargo activity" as used in this Agreement shall include the following types of operations (which may apply, either in part or in whole, to particular types of tankship operations under certain conditions):

a. Loading or discharging of containers, lighters, or barges (whether empty or not).

b. Loading or discharging mail, baggage or any type cargo.

c. Opening or closing hatches or tanks when this work is performed by longshoremen or any other persons for cargo related work, or by crew members receiving compensation attributable to cargo related work.

d. Shoring, lashing, tomming, building catwalks or removing same when this work is performed aboard the

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vessel by coopers, longshoremen, or crew members receiving additional compensation attributable to cargo work.

e. Anytime longshoremen or contractors are aboard and performing cargo related work or when crew members are being compensated for this type of work at the cargo rate.

f. Connecting or disconnecting hoses or piping for the purpose of loading or discharging liquid or gaseous cargo or ballast or tank washings to shore facilities or to another vessel, barge or lighter. It is understood for the purposes of this subsection that the vessel need not be in port.

g. Replenishment operations including the transfer of cargo, stores, or bunkers between vessels or aircraft at sea.

h. It is the intent of the parties that "cargo activity" as defined in this section will not place the vessel under port time conditions unless the provisions of Section XIV are applicable.

SECTION XXXIX. GENERAL AND WORKING CONDITIONS

1. Time Off in Port—DRY CARGO

a. Upon completing an Offshore voyage, or, in the case of any vessel engaged in coastal, intercoastal or nearby foreign trade, on completion of a voyage during which there occurs the 30th day of continuous employment, a Licensed Deck Officer who remains in continuous employment with the Company will be entitled to a full twenty-four (24) hour day off, with pay, while the vessel is in port and before its next voyage. A record of days off shall be maintained by the vessel. The one working day off in port is not applicable where the vessel goes in layup or the Licensed Deck Officer goes on vacation or leave of absence or if the Licensed Deck Officer receives additional vacation under the fast-turn Agreement provided, however, that the Licensed Deck Officer shall still be entitled to any accrued days off which he had not heretofore taken.

b. Any time off practice in effect during the life of the preceding Agreement which is superior to this minimum provision, shall continue in effect.

c. In the event the Licensed Deck Officer is not granted or is unable to obtain a day off in port in accordance with the foregoing, he shall receive one (1) additional day's vacation pay. This payment shall be made when the Licensed Deck Officer applies for vacation.

1. Time Off in Port — TANKERS. Licensed Deck Officers shall continue to be entitled to time off in port as described in Section XII.

2. Log Books. Licensed Deck Officers (including Port Relief Officers) shall not be required to make entries in more than one (1) Deck Log Book. Carbon copy form of Log Books shall be used by those companies desiring copies of the original log entries.

3. Assignment of Watches. When Licensed Deck Officers are assigned to watches as provided by applicable sections of this Agreement, watches so assigned become the normal day's work and any work performed by them outside their assigned watch must be authorized and they shall be paid additional compensation as specified in Section XI.

4. Navigation Watches.

a. Except in the event of an emergency or for reasons of personal privilege, an Officer in charge of a navigating watch shall not be relieved by the Master.

b. No restrictions shall be placed on the use of any aid to navigation located on the bridge or on the use of charts or publications. Violations of this subsection shall be brought to the attention of the Joint Safety Committee for action.

c. When a vessel is manned by less than the number of Officers required by the Certificate of Inspection, the other Licensed Deck Officers shall divide the sea watches.

d. An Officer in charge of a sea watch shall not perform any paper work other than that connected with the immediate navigation of the vessel. This specifically means that they shall not:

i. Correct charts, light lists, or any other aid to navigation document not immediately in use. (This does not mean that a watch officer will make corrections from Notices to Mariners or any other source on a sea watch. It does mean that notations may be made on a chart or in a publication relating to things like incorrect characteristics of lights, wrecks sighted, etc.)

ii. Work on Commander's Reports, port reports, abstracts of passages, whether separate or incorporated on other than the daily working page of the Log Book, weather maps, special position or weather reports (excluding U.S. Weather Bureau or AMVER messages) required by the Company or a Charterer.

All such work when authorized to be performed at sea shall be performed on the Officer's watch below.

5. Returning Body of a Licensed Deck Officer. Whenever a Licensed Deck Officer dies while in the service of the Company, upon request of his next of kin, his body and personal effects shall be returned to his original port of engagement on a Company vessel or to a place designated by his next of kin, provided that the place designated by the next of kin does not cause additional expense.

6. Visual Signaling. When ship-to-ship or ship-to-shore communications via visual signaling (i.e. flashing light or signal flags) is expected or commences when navigating in restricted waters, a Licensed Deck Officer, other than the watchstanding Officer, shall be used for such signaling exchange.

7. AMVER. The Company agrees that all owned or operated vessels will be participants in the AMVER program of the U.S. Coast Guard on voyages that coverage applies.

8. Division of Work. The opportunity for the watchstanding Licensed Deck Officer to perform work in connection with "shifting ship" and "mooring and unmooring" shall be divided as equally as possible among these Officers during the course of a voyage.

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9. Time Changes. When ships' clocks are advanced or retarded at sea, the time change shall be divided equally among the three (3) navigational watches provided these time changes may be accomplished between the hours of 1800 and 0600.

10. Gangway Auto Privileges. On company controlled terminals, when joining or leaving a vessel, a Licensed Deck Officer shall be permitted to drive in auto or taxi to the gangway in order to transfer personal effects, at times when cargo operations are not being conducted.

At container or barge terminals, it is recognized that cargo operations are usually continuous, therefore, at such terminals, the foregoing shall not apply if regularly scheduled shuttle bus service is provided from the Gate to the vessel's gangway and such service is available to all Licensed Deck Officers and can accommodate conventional Officer's baggage. Baggage may be left in the gatehouse while the Licensed Deck Officer parks his car in the parking lot.

11. Availability of Coffee

a. When Licensed Deck Officers are called back or called out for duty, fresh coffee shall be available.

b. When a Watch Officer is the only Licensed Deck Officer on duty, he shall not be required to remain in the hatches for prolonged periods. When there is more than one (1) Licensed Deck Officer on watch, a Licensed Deck Officer (including the Port Relief Officer), shall not be required to remain in the hatches for a period to exceed two (2) hours without being relieved for coffee time.

12. Communication Requirements. DRY CARGO (ONLY). On any vessel that does not have equipment to enable the Licensed Deck Officer on duty to call the vessel's Electrician(s) or Reefer Engineer from main deck of the vessel when they are needed, the Licensed Deck Officer shall only be required to notify the Engineer on watch when such unlicensed personnel are needed.

13. Forwarding Notice to Mariners and Mail. The Company shall send by air mail to vessels in foreign ports, on scheduled runs, the most reecnt Notices to Mariners and will also forward all first class personal mail received in the Company offices with the required international postage affixed.

Vessels on unscheduled runs will have mail forwarded to the port of final discharge overseas and to the arrival port in the United States. Vessels trading worldwide on long-term articles will have mail forwarded in accordance with the vessel's itinerary in an expeditious manner.

14. Payoff by Master. The Master shall not be required to return to the vessel or remain aboard the vessel for the purpose of paying off any member of the crew or any person dispatched from any union to relieve any crew member, after 1700 and before 0800 and on Saturdays, Sundays or Holidays. ***(TANKERS: unless compensated as specified elsewhere in this Agreement)*** provided however, that this shall not be in conflict with his required presence for the signing on or signing off of voyage articles.

15. Fines. Unless he is guilty of negligence, a Licensed Deck Officer fined by a governmental authority for any act or omission attributable to his employment, shall be reimbursed for said fine.

16. Copy of Directives. A copy of all Company directives which affect this Collective Bargaining Agreement shall be sent to the Headquarters Office of the Organization. It is expressly agreed that no communications containing material of a confidential or privileged nature need be provided nor shall communications which contain information relating to trade secrets or practices be provided.

17. Uniforms

a. Present practice in individual companies with respect to cleaning and/or laundering uniforms and furnishing of cap devices, gold insignia, gold stripe or gold braid, or other trimmings, will be continued.

b. On passenger ships or on freighters carrying passengers that provide laundry service for passengers, the Licensed Deck Officers shall have their uniforms (including shirts) laundered free of charge if the Licensed Deck Officers are required to wear uniforms. ***(Not applicable to Tankers.)***

c. On vessels not carrying passengers and the Company provides epaulets for the uniform shirts, khaki uniforms (no neckties) may be required to be worn by the Licensed Deck Officers in port. ***(Not applicable to Tankers.)***

d. When dress uniforms are required, the Company will reimburse the Officer for the cost of cleaning upon presentation of a receipt for same. ***(Not applicable to Tankers.)***

e. When the Company furnishes cap braid, a cap device with Company insignia and cap cover, peaked Officers' caps may be required to be worn when appropriate. ***(Not applicable to Tankers.)***

f. Safety hats and goggles will be furnished to Licensed Deck Officers.

18. Penalty Rate Work. The normal duties of Licensed Deck Officers shall continue as supervisory and professional. Any Officer required to perform work customarily performed by unlicensed personnel shall receive the penalty rate described in Section XI in addition to any other compensation payable.

19. Contaminated Spaces

a. When Officers, in the performance of their duties, are required to enter dirty confined spaces such as cofferdams, voids, double bottoms, pipe tunnels, peak tanks, deep tanks or any other spaces that are simialr, they shall be provided all necessary protective clothing and equipment such as boiler suits, safety helmets, masks, rubber boots, or any other protective equipment dictated by the circumstances.

b. DRY CARGO *(ONLY)*—During the period such work is performed, the Licensed Deck Officer involved shall receive the penalty rate in addition to any other compensation being paid.

20. Company Slop Chest. The slop chest required by the Navigation Laws of the United States on certain vessels, for which an owner shall be liable to a penalty of $500 for failure to provide before sailing, may not be owned by a Licensed Deck Officer, although he may be required to operate same for the account of the Company.

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21. Payrolls

DRY CARGO—The Master shall not be required to prepare the vessel payroll.

TANKER—The Master shall not be required to prepare the vessel payroll except when he receives a total additional compensation of one hundred twenty-five ($125.00) dollars per payroll period. The Master shall make every effort to have the payroll prepared at premium time in accordance with the intent of Section XI, Subsection 11.

22. Master Handling Funds. The Master shall not be liable for any discrepancies in his settlement account unless they are directly caused by his own personal negligence.

23. Joint Safety Committee

DRY CARGO—The parties agree to establish a Joint Safety Committee with their equal representation on such Committee. This Committee shall be responsible for and make recommendations concerning such safety aboard all vessels as is within the Jurisdiction of the Organization and the Duties of Officers, as defined in this Agreement.

TANKER—The parties agree to establish a Joint Tanker Safety Committee with equal representation on such Committee. This Committee shall meet at such times and locations mutually agreeable to the parties.

SECTION XL. RATIFICATION

This Agreement shall be deemed to have become final and binding upon the Parties hereto only upon the fulfillment of the following conditions: (a) Ratification of the Agreement by the membership of the Organization and (b) written notification of such ratification given by the Organization to the Company.

For the INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

.....
(International President)

Dated: .....

For the COMPANY:

.....
(Company)

By .....

Title .....

EXHIBIT "A"

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Coast and to promote orderly merger of the Offshore Locals and benefit plans, the Organization shall maintain an office in San Francisco, California, appropriately staffed.

b) During the transitional period there shall be annual Conventions of the Organization; and prior to January 1, 1971, expenses for delegates shall be paid in the same manner as prior to the adoption of this Constitution.

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RESOLUTION

To amend the International Constitution by adding the following as Article XIV, AFFILIATION OF THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS WITH THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION.

The International Organization of Masters, Mates and Pilots shall become affiliated with the International Longshoremen's Association as the "International Organization of Masters, Mates and Pilots, the International Marine Division of the International Longshoremen's Association," and this affiliation shall be in accordance with the following principles and safeguards:

1. The International Marine Division shall be autonomous and have its own officers, subdivisions, and self-government.

2. The President of the International Organization of Masters, Mates and Pilots shall be the representative of the International Marine Division on the International Longshoremen's Association Executive Council.

3. The International Marine Division will also be represented on the Executive Boards of the ILA's three existing Geographical Districts: the Atlantic Coast District, the South Atlantic and Gulf Coast District, and the Great Lakes District. If the ILA establishes a Pacific Coast District, the IOMM&P will also have the right to be represented on the governing Board of that District.

4. Any maritime union, inland or offshore, which hereafter affiliates with the ILA shall become part of the International Marine Division.

5. The International Longshoremen's Association shall pay per capita tax on IOMM&P members to the AFL-CIO and this per capita tax shall be itemized separately as being made for members of the International Organization of Masters, Mates and Pilots. The IOMM&P shall pay per capita tax to the ILA.

6. At any time prior to October 1, 1975, either Organization, for any reason, may cancel the affiliation by written notice to the other, and the AFL-CIO charter and jurisdiction of the IOMM&P shall remain with the IOMM&P.

In the event of any such cancellation, the IOMM&P shall continue to retain all of its books, records, contracts, securities, funds, property, assets, collective bargaining agreement(s) and pension, welfare, vacation and training plan(s) rights, books, records, funds, property and assets of any description whatsoever. In the event of any such cancellation, any provision of the ILA Constitution which is contrary to the above, shall not apply.

In the event there has been any transfer of members or organic merger of locals during the period that the IOMM&P has been a part of ILA, then, upon such cancellation, such transfer of members or organic merger of Locals shall be rescinded and the parties restored insofar as possible to their status quo immediately prior to July 1, 1971.

EXHIBIT

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MEMBERSHIP—(DUAL UNIONISM)

Resolved: That Article III, Section 4 of the International Constitution be amended by the addition of a new subsection (f) which reads as follows:

"f. No member of the Organization may be a member of another maritime trade union or work under a collective bargaining agreement of another maritime trade union without the express written permission of the International President or International Subcommittee. If written permission is granted under this subsection it shall only be valid for a period of six months at which time the member must reapply. If a member violates this provision, he shall be immediately suspended and shall not be entitled to any of the benefits and privileges of the Organization or its collective bargaining agreements."

2) Publish and distribute leaflets, newspapers and all other written material or present his opinions through other media.

3) Be nominated for and hold any office unless prohibited by the Labor-Management Reporting and Disclosure Act of 1959 or by reasonable qualifications uniformly imposed by the International Constitution. No elected officer shall be removed from office except after reasonable notice and a fair hearing on charges.

4) Vote on the ratification of any collective bargaining agreements under which he works, subject to reasonable rules of his subordinate body.

5) Initiate a petition, in his subordinate body, for a referendum on any matter subject to reasonable rules in the By-Laws of his subordinate body.

6) (i) The same fair and reasonable access to the official publication of his subordinate body for presentation of a point of view that such member has at the date this Constitution is adopted subject to reasonable rules governing such publication so long as it continues; and
(ii) the same right as outlined above in any publication established by his subordinate body after the date this Constitution is adopted.

Section 4. Membership Standing

a) To be in good standing, a member must have paid dues for the current quarter and assessments and other indebtedness due to the Organization or the subordinate body through which he is affiliated with the Organization. A member must within 72 hours after returning to a United States port, Saturday, Sundays and holidays excepted, pay all indebtedness to the Organization or subordinate body incurred during the time he was on the voyage when he was unable to put himself in good standing.

b) A member who is not paid up in assessments, dues and other indebtedness for the current quarter is no longer entitled to any of the benefits of the Organization or subordinate body.

c) A member in arrears in dues and assessments or other indebtedness for six (6) months shall stand suspended.

d) Whenever a member of a subordinate body is in distress because of a lengthy illness, he may apply in writing to his subordinate body for a waiver of dues. If the subordinate body approves the member's application for such waiver of dues, his obligation shall be reviewed when the subordinate body deems necessary, but not less than once each year, in order to determine if the member is still in distress.

e) Members who are inducted involuntarily into the Armed Forces shall have their dues waived for the period of their involuntary service only. Within 120 days of his discharge, such member shall satisfy his obligations to the Organization and be available for employment.

Section 5. Reinstatement of Membership

a) Reinstatement of members holding a withdrawal card prior to the adoption of this Constitution.

Any member holding a withdrawal card at the date of the adoption of this Constitution, wishing to reinstate from withdrawal, may within one year thereafter apply for reinstatement in writing, and may be restored to membership only after favorable action at a meeting of the subordinate body in which he is reinstating only after he has deposited his withdrawal card and made the payments required under the By-Laws of the subordinate body.

However, any person who has sailed on his license, or whose license expired, while on withdrawal, must apply for membership in the manner of any new applicant.

b) Termination of membership after the adoption of this Constitution.

After the date of the adoption of this Constitu-

Exhibit C

VOTING STRENGTH

3rd, 2nd and 1st Quarters 1970 and 4th Quarter 1969

PORT/LOCAL	Average of Declared Membership	Total Paid	Approx. Memb'ship Average on Int'l Dues Paid		Voting Strength
1	27	$ 303.75	20		20
Offshore - Mobile *	390	7,800.00	390		390
4 (Inland)	99	1,492.50	99		99
Offshore - Providence	118	2,426.50	120		118
5 (Inland)	48	681.50	45		45
6 (Inland)	629	9,435.00	629		629
Offshore - Boston	258	5,170.00	258		258
Offshore - Baltimore	1611	32,490.75	1624		1611
14 (Inland)	158	2,370.00	158		158
Offshore - New Orleans	622	12,490.00	622		622
16 (Pilots)	36	543.75	36		36
* 17 Inland	190	1,447.50	96		96
18 Inland	73	1,095.00	73		73
Offshore - Galveston	716	14,390.00	719		716
20 - Inland	42	641.25	42	(+21)	63
22 - Pilots	140	2,100.00	140		140
*** 23 - Pilots	18	135.00	9		9
Offshore - Jacksonville	231	4,635.00	231		231
24 Inland	73	1,080.00	72		72
** 27 Inland	43	487.50	32		32
30 Pilots	180	2,703.75	180		180
40 Inland/Pilots	102	1,526.25	101		101
*** 47					
Offshore - New York	2160	43,290.00	2164		2160
89 Pilots	25	375.00	25		25
Offshore - San Fran	2195	43,100.00	2155		2155
100 - Pilots	266	4,013.75	267		266
AMW 5	20	154.98	20		20
AMW 8	113	859.95	113		113
*AMW 17	38	145.53	19		19
Sabine Pilots	21	261.00	21		(21)
TOTAL	10,642	$197,645.21	10,480		10,457

* Waiver granted to Local 17 by Intl Subcommittee action 8/1970 for 4th Qtr 1969 for $738.75. Local paid 1st Qtr 1970 ($708.75). Presently requesting waiver for 2nd and 3rd Qtrs 1970 (2nd Qtr-$708.75 for 189 members, 3rd Qtr - $697.50 for 186 members).

Waiver granted to AMW 17 by Intl Subcommittee action 8/1970 for 4th Qtr 1969 for $75.60. AMW 17 paid 1st Qtr 1970 ($69.93). Presently requesting waiver for 2nd and 3rd Qtrs 1970 (2nd Qtr-$68.04 for 36 members; 3rd Qtr-$73.71 for 39 members)

**Delinquent for 3rd Qtr 1970

***Delinquent 2nd and 3rd Qtr 1970

****Delinquent 4th Qtr 1969 and 1st, 2nd and 3rd Qtrs 1970.

EXHIBIT "C"

Plaintiff's Order to Show Cause

and

Affidavit of Dennision Young, Jr.

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n-319

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor
United States Department of Labor,

Plaintiff,

-v-

INTERNATIONAL ORGANIZATION OF MASTERS MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO

Defendant.

ORDER TO SHOW CAUSE

72 Civ. 5031(CBM)

U.S. DISTRICT COURT
FILED
OCT 24 1974
S. D. OF N.Y.

A subpoena having been served on the American Arbitration Association ("AAA") on September 27, 1974; and the AAA (by a custodian of items listed on an annexed schedule authorized to testify to said items authenticity) commanded to appear at the Office of the United States Attorney, Southern District of New York, at 10:00 a.m. October 10, 1974 and to produce and testify with respect to said items on said annexed schedule; and a Ms. Patricia Leptak having appeared on October 10, 1974 and having produced at that time four cartons of documents and having been designated by the AAA as properly authorized to testify on behalf of the AAA; and Ms. Leptak and representatives from the Government together having begun that day to identify on the record the items produced; and said identification having continued on October 15, 1974 from 2:30 p.m. to approximately 5:00 p.m. in the presence of representatives of the Government, Ms. Leptak, Ms. Rosemary Page, counsel to the AAA, and Mr. Lester Wolff, Director of the Election Department of the AAA and one also designated by the AAA to give testimony hereto; and said identification of said items in the cartons heretofore produced having continued from 10:30 a.m. to approximately 5:15 p.m. on October 16, 1974 and, with respect to said items thus far produced, said identification having been concluded that day; and the United States Attorney having requested the representatives of the

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AAA prior to adjourning the deposition to search all locations in their possession and under their control to determine if other documents in any way related to the instant case could be found and, if so, produced either Monday October 21, 1974 or Tuesday October 22, 1974, including records of financial transactions between the AAA and the defendant union, its subdivisions or members, or other persons or entities; and the AAA, by its counsel Ms. Page, having informed the United States Attorney on Friday, October 18, 1974 that they had discovered two more cartons of documents not previously produced; and said counsel having informed the United States Attorney that the AAA refuses to turn over these additional documents as well as any documents with respect to financial transactions without an order of the Court; and the United States Attorney having made reasonable effort to find a more convenient method for the AAA to produce said documents; and the AAA still having refused to produce said documents;

NOW on the motion of Paul J. Curran United States Attorney, for the Southern District of New York, attorney for plaintiff herein, and upon the annexed affidavit of Assistant United States Attorney Dennison Young, Jr. together with exhibits attached thereto, and there appearing good cause therefore, it is hereby

ORDERED that the American Arbitration Association ("AAA") shall show cause before me at 5:00 P.M. on Wednesday October 23, 1974 in Room 318, United States Courthouse, Foley Square, New York, New York why it should not be ordered to produce all documents the AAA has heretofore failed to produce as well as all other documents which may be subject to the subpoena mentioned above, the failure of which may subject to the AAA to contempt, pursuant to Rule 45(a), and the levying of an appropriate fine therefor; and it is further

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ORDERED that service of this order shall be sufficient if a copy is served by a representative of the United States Department of Labor or a representative from the office of the United States Attorney, for the Southern District of New York on Ms. Rosemary Page or any other person of suitable age and discretion at the offices of the AAA located at 140 West 51st Street, New York, New York, by 1:00 P.m., copy October 23, 1974.

DATED: NEW YORK, NEW YORK
OCTOBER 23, 1974

Constance Baker Motley

CONSTANCE BAKER MOTELY
United States District Judge

DY:rms
73-3882
n-319

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor
United States Department of Labor,

Plaintiff,

-v-

INTERNATIONAL ORGANIZATION OF
MASTERS MATES AND PILOTS,
INTERNATIONAL MARITIME DIVISION,
ILA, AFL-CIO

Defendants.

AFFIDAVIT

72 Civ. 5031(CBM)

STATE OF NEW YORK)
COUNTY OF NEW YORK : SS.:
SOUTHERN DISTRICT OF NEW YORK)

DENNISON YOUNG, JR., being duly sworn, deposes and says:

1. I am an Assistant United States Attorney in the office of Paul J. Curran, United States Attorney for the Southern District of New York, and as such I am in charge of and familiar with this case.

2. This affidavit is submitted in support of the Government's motion to compel the American Arbitration Association ("AAA") to fully comply with a subpoena served on it in connection with the above captioned matter.

3. On September 27, 1974 a subpoena was served on the AAA. A copy is annexed hereto as Exhibit "A".

4. The AAA, by a custodian of items listed on a schedule annexed to the subpoena authorized to testify to the said items' authenticity, was commanded to appear at the office of the United States Attorney for the Southern District of New York at 10:00 A.M., October 10, 1974 and to produce, and testify with respect to, the said items on said annexed schedule. Notice of the scheduled deposition by subpoena was provided to defendant.

5. On October 10, 1974 a Ms. Patricia Leptak appeared at the United States Attorney's office on behalf of the AAA and brought with her four cartons of documents.

GPO : 1973 O - 474-479

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6. A document signed by Rosemary S. Page, Attorney for the AAA, designating Ms. Leptak as the person to testify on behalf of the AAA was read into the record and marked as an exhibit.

7. Ms. Leptak and the undersigned (and representatives from the United States Department of Labor) together began that day to identify on the record the items produced. At aproximately 5:00 P.M., having completed the identification of the items in one and one half boxes, we adjourned subject to resuming the identification of said documents at 10:00 the next morning, October 11, 1974.

8. At 10:00 A.M. October 11, 1974 we prepared to resume the identification. By 11:10 A.M. no one appeared on behalf of the AAA whereupon I telephoned Ms. Page. I was told the AAA would not produce anyone that day to testify with respect to the documents thus far submitted. Apparently she had had some misunderstanding as to the continued appearance of Ms. Leptak, although Ms. Leptak had made appropriate telephone communication with her office the day before. In an effort to accommodate the AAA we ultimately agreed that we would suspend the deposition until no later than 2:30 P.M. October 15, 1974 at which time a Mr. Lester Wolff, Director of the AAA's Election Department, would appear properly designated to continue the identification of documents. It was reiterated at that time that the deposition would continue until such time as all documents we subpoenaed were identified.

9. Mr. Wolff, Ms. Leptak and Ms. Page arrived on October 15, 1974 and together with representatives of the Government, after Mr. Wolff was properly designated on the record to testify on behalf of the AAA, proceeded to mark documents for identificaton until approximately 5:15 P.M.

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DY:rms
73-3882
n-319

Periodically a description of the marked documents was read into the record. Mr. Wolff and I continued to mark documents for identification until approximately 6:30 P.M. at which time we replaced them in one of the cartons, resealing it for subsequent description on the record the next morning. We adjourned subject to resumption of the deoposition the next morning at 9:30 A.M. October 16, 1974.

10. Not until 10:30 A.M. the next morning did Mr. Wolff and Ms. Leptak appear at which time the process of identifying the documents resumed. By approximately 5:15 P.M. the identification of the documents which had thus far been produced had been completed.

11. At the completion of the identification process on October 16, 1974, the undersigned, on the record, requested the representatives of the AAA to search all locations in the possession of the AAA or under its control to determine if other documents in any way relating to the instant case could be found. It seemed apparent that many relevant documents were missing. The representatives of the AAA agreed to do this and to inform the undersigned by Friday, October 18, 1974 whether or not additional information had been discovered. If additional information were found, we were to resume the deposition on Monday October 21, 1974 or Tuesday October 22, 1974.

12. Among the documents the undersigned specifically asked the representatives of the AAA to look for and produce were the financial records of the AAA that had any bearing whatsoever with the 1971 election of officers of the defendant union. We asked to see the records of financial transactions between the AAA and the defendant union, its subdivisions or members, and/or between other persons or entities who or which may have had anything to do with the subject election of union officers.

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72-3882
n-319

13. On October 18, 1974 I spoke to Ms. Page. She informed me that the AAA had discovered two more boxes of documents which had not been previously produced.

14. At Ms. Page's request I inquired of Mr. Raymond F. Burghardt, Clerk of the Court for the Southern District of New York, if the clerk's office had any facility for storing voluminous documents in its possession or, as an impartial official, for helping us identify the documents in a recorded fashion in an effort to avoid the necessity of having representatives of the AAA continue the process of identifying the records they produce. Mr. Burghardt explained that the Clerk's office could not accommodate us.

15. When I explained to Ms. Page what Mr. Burghardt had said, Ms. Page thereupon told me that the AAA, accordingly, would refuse to turn over the newly discovered documents or the financial records without an order of the Court.

16. Neither the Government nor, to our knowledge, the AAA has a list of all documents in the possession of the AAA related to this case which could be used to facilitate the identification process. In view of the continued discovery difficulities we have encountered with the defendant, we unfortunately feel constrained to continue with the identification process as we have and accordingly request the assistance of the Court. Our difficulties with defendant is, of course, not intended to reflect on the integrity of the AAA.

DY:rms
72-3882
n-319

17. While I had requested Ms. Page to move to quash the subpoena if the AAA felt it did not wish to comply fully with it, Ms. Page indicated the AAA would not make such a motion, and, indeed, has not done so to this date

18. As this Court is aware the Government will be taking the depositions of a number of witnesses on the West Coast next week. We had anticipated having as much documentary material as possible prior to taking these depositions. Inasmuch as the AAA had been the independant ballotting agency hired by the defendant union to conduct the 1971 election of officers (and indeed now serves in the same capacity for the present election of union officers), the Government subpoenaed its documents related to the 1971 election and made the subpoena returnable at such a time as we would be able to make use of the material in California.

19. Assistant United States Attorney Bobby C. Lawyer will be leaving for California this coming weekend to take the above-mentioned depositions.

20. The AAA should be ordered to turn over all remaining documents forthwith, to prevent the possible frustration, at least in part, of the scheduled depositions.

21. In view of our need for documents forthwith, we have moved by order to show cause.

22. No previous application has been made for the relief sought herein.

WHEREFORE it is respectfully prayed that the annexed order to show cause be signed.

DENNISON YOUNG, JR.
Assistant United States Attorney

Sworn to before me this
23 day of October, 1974

Notary Public

WALTER G. BRANNON
Notary Public, State of New York
No. 24-0394500
Qualified in Kings County
Cert. filed in New York County
Term Expires March 30, 1975

DEPOSITION SUBPOENA TO TESTIFY OR PRODUCE DOCUMENTS OR THINGS (Revised Sept. 1971) D.C. Form No. 1

United States District Court

FOR THE

SOUTHERN DISTRICT OF NEW YORK

1071a

JAMES D. HODGSON, Secretary of Labor, U. S. Department of Labor, Plaintiff,
v.
INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO, Defendant.

CIVIL ACTION FILE NO. 72 Civ. 5031 (CBM)

TO: THE AMERICAN ARBITRATION ASSOCIATION, 140 West 51st St., New York, N.Y.
By: A Custodian of the items listed on the schedule annexed who is authorized to testify to their authenticity.

YOU ARE COMMANDED to appear at the United States Courthouse, Room 331-C Foley Square in the city of New York on the 10th day of October, 19 74, at 10:00 o'clock A. M. to testify on behalf of Plaintiff

at the taking of a deposition in the above entitled action pending in the United States District Court for the Southern District of New York and bring with you[1]

all items on the schedule annexed.

SEP 25 1974 U.S.D.C. S.D. N.Y. RECEIVED

Dated September 25, 19 74.

PAUL J. CURRAN
By: DENNISON YOUNG, JR.
Attorney for Plaintiff
United States Courthouse, Foley Square,
Address New York, New York
TEL. NO.: (212) 264-6266

RAYMOND F. BURGHARDT
Clerk.
By B. EDWARDS
Deputy Clerk.

Any subpoenaed organization not a party to this suit is hereby admonished pursuant to Rule 30 (b) (6), Federal Rules of Civil Procedure, to file a designation with the court specifying one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and shall set forth, for each person designated, the matters on which he will testify or produce documents or things. The persons so designated shall testify as to matters known or reasonably available to the organization.

Ex. A

1. Strike the words "and bring with you" unless the subpoena is to require the production of documents or tangible things, in which case the documents and things should be designated in the blank space provided for that purpose. If testimony by an organization representative or designee is requested, describe with reasonable particularity the matters on which examination is requested.

RETURN ON SERVICE

Received this subpoena at on
and on at
served it on the within named
by delivering a copy to h and tendering to h the fee for one day's attendance and the mileage allowed by law.[1]
Dated:
, 19
Service Fees
Travel $
Services
Total $

By

Subscribed and sworn to before me, a this
day of 19

1. Fees and mileage need not be tendered to the witness upon service of a subpoena issued in behalf of the United States or an officer or agency thereof. 28 USC 1825.

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his deputy.

Documents to be Produced
by
The American Arbitration Association

1072a

1. All records, logs, diaries, memoranda and other documents in the possession of the American Arbitration Association, or its agents or employees, that may relate in any way to the 1971 election of officers of the International Organization of Masters Mates and Pilots (henceforth, the "IOMMP") and its Divisions and Ports (henceforth, the 1971 election of officers).

2. All originals and copies of correspondence to or from the American Arbitration Association, or its agents or employees, now in its possession, concerning the 1971 election of officers, including but not limited to correspondence to or from the IOMMP (and its Divisions and Ports), their officers, agents or employees; the International Ballot Committee (of the IOMMP), its members, agents or employees; the firm known as Wirth-Steuber Printers, Baltimore, Maryland; the American Bank and Trust Company, Bronx, New York; the United States Post Office, Fordham Station, Bronx, New York; and any other individual or group of individuals--whether or not an active or inactive member(s) of the IOMMP or its Divisions or Ports--firm, company, organization, or entity who or which may have had any connection whatsoever with the 1971 election of officers.

3. Without limiting in any way any other request herein, all records, notes, memoranda, correspondence, or other documentary information now in the possession of the American Arbitration Association regarding the availability for inspection by any candidate for any office prior to and during the 1971 election of officers of membership lists of the IOMMP and/or its Divisions and Ports.

4. Without limiting any other request herein, all records, notes, memoranda, correspondence, returned mailings, or other documentary information now in the possession of the American Arbitration Association concerning in any way the mailing of campaign literature or requests therefor by or for any of the candidates for office prior to or during the 1971 election of officers.

5. Without limiting any other request herein, all ballots, cast or unused, by the members of the IOMMP and its Divisions and Ports for or against officers running during the 1971 elections now in the possession of the American Arbitration Association.

6. Without limiting any other request herein, all outer envelopes, secret ballot envelopes or any other envelopes in which ballots cast during the 1971 election of officers of the IOMMP and its Divisions and Ports were sent and/or returned which are now in the possession of the American Arbitration Association.

7. Without limiting any other request herein, all lists of members of the IOMMP (and its Divisions and Ports) now in the possession of the American Arbitration Association submitted by the IOMMP (or its Divisions or Ports), or their officers, agents, or employees, or by the International Ballot Committee, or its members, agents or employees, which may concern in any way whatsoever, the 1971 election of officers, including but not limited to lists of members used to mail ballots and to confirm member's eligibility to vote.

Affidavit of Rosemary S. Page

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

1073

JAMES D. HODGSON, Secretary of Labor United States Department of Labor, Plaintiff, -v- INTERNATIONAL ORGANIZATION OF MASTERS MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO Defendant.	ORDER TO SHOW CAUSE 72 Civ. 5031 (CBM)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)
SOUTHERN DISTRICT OF NEW YORK)

ROSEMARY S. PAGE, being duly sworn, deposes and says.

That she is Associate Counsel representing the American Arbitration Association herein,

That the American Arbitration Association (AAA) is a non profit corporation which did administer the 1971 election referred to in paragraph 18 of Dennison Young Jr.'s affidavit sworn to on the 23rd day of October, 1974, in support of Plaintiff's Order to Show Cause,

That AAA has made every effort to cooperate with Plaintiff both in its earlier investigations of this election and in its request to furnish documents pursuant to its subpoena (copy of which is attached to plaintiff's moving papers) in so far as such requests have appeared to be reasonable. That Plaintiff at some time in 1972 as indicated by AAA records visited the AAA Elections Department on a number of occasions and received these same records as frequently as desired. At the time that the subject subpoena was served upon AAA, I had considerable difficulty in speaking directly with Dennis Young, Jr., the US Attorney who is apparently handling this matter. As I explained to the various individuals to whom I spoke, I was trying to work out arrangements for the moving of these documents and to ascertain the time required by the AAA designee to testify. Finally, on 10/4/74, I

spoke with a Mr. Paul Milmed who identified himself as a student and one unable to give me definite information. Thereafter, I was in Washington, D. C. on business.

Ms. Pat Leptak, AAA designee herein advised me that during my absence a representative from the US Attorney's office had promised her that she would be needed for only a few hours. Relying upon this representation, Ms. Leptak appeared with the cartons.

By way of background, the Plaintiff knew at that time that the individuals who actually conducted this election are no longer employees of AAA (the Elections Director, Margaret Carlson having retired) but that the designee is and was an AAA employee who can state that the cartons and contents were in the custody and control of AAA. Beyond that there is nothing that the designee could testify to. As indicated by the Affidavit of Mr. Young the "few hours" turned into a full day on October 10, 1974, some three hours on October 15, 1974 and another full day on October 16, 1974.

In my presence on October 15, 1974, Mr. Young conceded that plaintiff had no way of knowing whether or not any of the subpoenaed material was relevant. Thus it would appear that plaintiff has spent nearly 2 1/2 days of identifying, I would estimate, several thousand individual sheets of paper, including scraps of paper with insignificant internal notes, and empty envelopes, each of which was "read into the record" and there is question as to the relevence of any of this material. I asked Mr. Young whether plaintiff could not do this at the AAA Election Department office and to the best of my recollection, he replied that he wished to keep the documents under his control.

The AAA is an impartial, non profit agency which administers elections, among other things, and has no interest in the outcome of this litigation. The AAA has cooperated with plaintiff both during the course of their investigation and in response to this subpoena. The cooperation of the AAA can best be characterized by explaining the action taken by the designee after the October 16, 1974 identification of documents session. In an effort to search out any other possible documents connected with this election, AAA hired two individuals to search AAA's basement storeroom and other storage areas. When additional material was located, I called Mr. Young to so advise him but I pointed out that because of what had transpired previously we would need further direction from the court before continuing.

Plaintiff has failed to show the relevency of its request for the material requested.

Plaintiff has failed to make arrangements to compensate AAA staff for the time spent thus far. In addition, I wish to state that when even one person from the Elections Department is removed from duty in order to respond to this subpoena, the Elections Department is disrupted because it is small in number and conducts many elections both locally and throughout the country. The reason why additional staff was hired to search out the documents as aforesaid, is because the Elections Department staff could not take additional time from its duties.

The demands of plaintiff's subpoena have become burdensome and are presenting a hardship upon the AAA.

Accordingly, I ask that the court examine the unstructured apparent hit and miss procedure used by plaintiff herein wherein plaintiff requires that AAA staff sit through hours of having each and every document thus far in several transfiles with a capacity of over a thousand documents plus several other boxes "read into the record," and advise the American Arbitration Association whether or not under the circumstances additional documents are to be furnished to plaintiff and if so whether or not these documents cannot be examined by plaintiff at AAA offices with the understanding that if relevant, the documents will be produced at trial.

The AAA is not an adversary in this proceeding and we ask that the court take judicial notice of the quasi-judicial character of the American Arbitration Association so that it may be accorded due respect in this matter.

The American Arbitration Association asks that if the court finds that additional Elections Department material is to be examined by plaintiff that the plaintiff henceforth be directed to come to AAA offices at 140 West 51 Street, New York, N.Y. to continue its investigation of further Elections Department material.

Rosemary S. Page

Rosemary S. Page
Attorney for American
Arbitration Association

Sworn to before me the
23rd day of October, 1974.

Antoinette Ricciardi

Plaintiff's Order to Show Cause

1076a

BCL:sr
n-351

U.S. DISTRICT COURT
FILED
OCT 25 1974
S.D. OF N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor
United States Department of Labor,

Plaintiff,

-v-

INTERNATIONAL ORGANIZATION OF MASTERS MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendant.

ORDER TO SHOW CAUSE

72 Civ. 5031 (CBM)

re: DEPOSITIONS

Notices having been served on counsel for the defendant on October 21, 1974, to take depositions of eight individuals in four West Coast cities during the period from October 30 through November 5, 1974, as more fully set out in the annexed affidavit of Assistant United States Attorney Bobby C. Lawyer, in support of the plaintiff's application for an order to show cause; and counsel for the defendant having moved by a letter dated October 22, 1974, to United States Magistrate Harold J. Raby, and by a letter dated October 24, 1974, to the Court, to quash the aforementioned notices to take depositions; and other depositions having been previously scheduled and ordered by this Court for the week of October 28, 1974, and counsel for the Government having made travel and other arrangements for taking said court-ordered depositions in Los Angeles, California;

Now, upon the motion of Paul J. Curran, United States Attorney for the Southern District of New York, and the annexed affidavit of Assistant United States Attorney Bobby C. Lawyer, and there appearing good cause therefor, it is hereby

ORDERED, that defendant shall show cause before

BCL:sr
n-35K CBM

CBM

me at 2:30 o'clock P m. on October 25, 1974, in Room 318 of the United States Courthouse, Foley Square, New York, New York why (A) the defendant's application to quash four notices to take depositions should not be denied forthwith, and (B) why an order should not be granted directing that the said depositions be taken as scheduled, and it is further

ORDERED, that personal service of this Order To Show Cause shall be sufficient if made by a representative of the United States Department of Labor or a representative of the office of the United States Attorney for the Southern District of New York on a person of suitable age and discretion at the offices of Marvin Schwartz, P.C., 243 Waverly Place, New York, New York 10014, by 12:30 o'clock p m. on October 25, 1974.

CBM

Dated: New York, New York
October 25, 1974

Constance Baker Motley
CONSTANCE BAKER MOTLEY
United States District Judge

BCL:n
73-3882

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

-v-

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendant.

AFFIDAVIT

72 Civ. 5031 (CBM)

STATE OF NEW YORK)
COUNTY OF NEW YORK : ss.:
SOUTHERN DISTRICT OF NEW YORK)

BOBBY C. LAWYER, being duly sworn, states:

1. I am an Assistant United States Attorney in the office of Paul J. Curran, United States Attorney for the Southern District of New York, in which capacity I am familiar with and assigned to the above-captioned case.

2. This affidavit is submitted (A) in support of the plaintiff's motion for an Order To Show Cause why the defendant's application to quash four notices to take depositions should not be denied forthwith; and (B) in support of the plaintiff's motion for an order directing that the said depositions be taken as scheduled.

3. On October 21, 1974, the Government served four notices on counsel for the defendant Union to take the depositions of eight persons on the West Coast during the period from October 30 through November 5, 1974, specifically, two depositions in Los Angeles during October 30-31; three depositions in San Francisco during October 31 - November 1; one deposition in Portland on November 4; and two depositions in Seattle on November 5. Copies of the said four notices are annexed hereto as Exhibits "A-1", "A-2", "A-3" and "A-4". The proposed witnesses reside in or near the cities for which

their respective deposition has been noticed. 1079a

4. The basic purpose of this suit is to set aside the Union's nationwide election of officers which was held in 1971, upon the ground that it was conducted in violation of federal law. Seven of the eight persons to be deposed were candidates in the 1971 election and are current office holders in the Union. The eighth person was a member of the International Ballot Committee during the 1971 election. In general, the proposed depositions will pertain to campaign practices, balloting procedures and other matters relevant to the said election.

5. On October 23, 1974, Magistrate Harold J. Raby informed the Government that the Magistrate had received a letter dated October 22 from Burton M. Epstein, Esq., an attorney associated with Marvin Schwartz, Esq., who is counsel to the defendant Union herein. A copy of that letter was also received by the Government and is annexed hereto as Exhibit "B".

6. In essence, the said letter appears to be an informal motion to quash the aforementioned notices of deposition. By its own terms, the writer of said letter assumed, sua sponte, that the ". . . letter will suffice to stay the depositions noticed by the plaintiff . . .". However, Magistrate Raby informed us that he would notify Mr. Epstein to make application to United States District Judge Motley if he wished to move to quash said depositions.

7. The Government willingly treats Mr. Epstein's letter as if it were a properly made motion to quash. In essence, said motion to quash states in conclusory fashion that the notices to take the depositions are untimely since the case was commenced nearly two years ago and the schedule of dates and places for which the depositions have been noticed are ". . . oppressive, harrassing and burdensome."

8. The Government submits that the fact that the case is nearly two years old has no bearing on the issue of taking the depositions proposed. Settlement discussions which once appeared promising have been terminated. There has rightly been no suggestion by the Union's counsel that the depositions proposed are irrelevant to the case. Indeed, Mr. Epstein's letter makes the alternative suggestion that the eight witnesses be deposed in New York.

9. On the other hand, the factors in favor of taking the depositions as scheduled are substantial. By Court Order Judge Motley has already ordered that two other depositions be taken in Los Angeles. A copy of said Order is annexed hereto as Exhibit "C". At the request of defendant's attorney, these depositions were put over until October 29 and 30. Government counsel will be flying to Los Angeles for those depositions. Mr. Schwartz, counsel for the Union, is already in California on Union business and, hence, appears to be in at least as good or a better position to arrange for the other depositions now than if he were in New York. Additionally, all of the proposed deposition witnesses are on the West Coast. It is clearly less expensive to have the lawyers go to the witnesses, particularly since all counsel will be on the West Coast

anyway, as opposed to flying eight witnesses round-trip between the West Coast and New York City. Alternatively, Mr. Schwartz has orally suggested to deponent that if the additional depositions have to be taken, he would consider gathering most of the witnesses in San Francisco, which is certainly acceptable to the Government. In view of these facts, we submit that it is economically and logistically sensible to take the eight additional depositions on or about the dates proposed by the Government.

10. The history of the defendant's delay in complying with discovery requests in this case is further reason for compelling the noticed depositions to proceed. The Court's assistance was required to compel the production of Captain O'Callaghan for deposition. Additionally, this Court, on October 3, 1974, as noted in Exhibit "C" annexed hereto, ordered, inter alia, defendant to provide information requested during depositions of previous Union witnesses in May and June of this year and ordered interrogatories served on Defendants May 17, 1973 answered by October 15, 1974. In fact, the information supplied by defendant which was requested by plaintiff at the previous depositions is still not complete and, though assurances have been given that the information thus far provided will be verified, none has yet been so verified and no date certain has been provided for such verification. Further, Union counsel, on October 11, 1974, advised us that his copy of the interrogatories had been lost and requested another copy, which we promptly provided. (See letter of October 15, 1974 to Mr. Schwartz annexed hereto as Exhibit "D".) Answers were provided October 21, 1974. Finally, in this regard, we

BCL:n
73-3882

point out that Mr. Schwartz requested Government counsel to consent to a week's adjournment of the two Court-ordered depositions in Los Angeles, upon the ground that he would be busily engaged in Union business--in California--during the week for which they were ordered. Our consent was given to the adjournment to accommodate Mr. Schwartz. Several days later Mr. Schwartz advised us that he would not personally appear for the Los Angeles depositions, but rather would arrange for a California attorney to be present. Since Mr. Schwartz will not personally be present for said depositions, it is apparent that the additional week's delay, at his request, was unnecessary. Further, at about 2:15 P.M. on October 24, 1974, to make matters worse, we were advised by the attorney who Mr. Schwartz obtained to appear for the two Court-ordered depositions in Los Angeles that one of the two witnesses will refuse to be deposed at the time and place scheduled. Rather, we are advised, this witness will submit to a deposition only if we come to his houseboat in Wilmington, California. The matter is now unresolved even though Union counsel has been aware of the scheduled deposition since October 3.

11. In view of the fact that depositions are presently scheduled pursuant to Court Order on the West Coast next week; that counsel for the Government is traveling to the West Coast shortly for said depositions; that counsel for the Union is presently on the West Coast and has had ample notice of the additional depositions, there is need to have the issues with respect to these additional depositions resolved forthwith. Therefore

BCL:n
73-3882

we make this motion for an Order To Show Cause. 1083a

12. No previous application for this relief has been sought.

WHEREFORE, the Court is respectfully requested to sign the annexed Order To Show Cause.

Bobby C. Lawyer

BOBBY C. LAWYER
Assistant United States Attorney

Sworn to before me this
25 day of October 1974.

Walter G. Brannon

Notary Public

WALTER G. BRANNON
Notary Public, State of New York
No. 24-0394580
Qualified in Kings County
Cert. filed in New York County
Term Expires March 30, 1975

Exhibits A - 1 to A - 4

And

B - C

BCL:slc
72-3332
D-19

Ex A-1

1084a

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - -x

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

- v -

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

- - - - - - - - - - - - - - - - - - -x

NOTICE TO TAKE DEPOSITION

72 Civ. 5031 (CBM)

S I R :

PLEASE TAKE NOTICE that pursuant to Rule 26, et seq., of the Federal Rules of Civil Procedure, plaintiff will take the depositions of defendant by Henry C. Walther and Nicky Barbara before a notary public or some other officer authorized by law to administer oaths, commencing the 30th day of October, 1974 at 10:30 in the forenoon in the office of Assistant United States Attorney Fred Brosic, which is located in the offices of the United States Attorney, 312 North Spring Street, 11th Floor, Los Angeles, California 90012. The said depositions will be continued from day to day until complete. The said witnesses are hereby notified to bring with them and produce at the time and place aforesaid, any and all documents and/or records, and any other materials relating directly or indirectly to the above-captioned matter. You are invited to attend and cross-examine.

Dated: New York, New York
October 21, 1974

Yours, etc.

PAUL J. CURRAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff

By: _____
BOBBY C. BAUTEN
Assistant United States Attorney

Ex A-1

DDJ:clc
72-3802
D-19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Ex A-2 1085a

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

- v -

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

NOTICE TO TAKE DEPOSITION

72 Civ. 5031 (CSM)

S I R :

PLEASE TAKE NOTICE that pursuant to Rule 26, et seq., of the Federal Rules of Civil Procedure, plaintiff will take the depositions of defendant by William M. Caldwell, Orion Larson and George M. Tuttle, Jr., before a notary public or some other officer authorized by law to administer oaths, commencing the 31st day of October, 1974 at 10:30 in the forenoon in the office of Assistant United States Attorney William Spohn, which is located in the offices of the United States Attorney, 450 Golden Gate Avenue, 16th Floor, San Francisco, California. The said depositions will be continued from day to day until complete. The said witnesses are hereby notified to bring with them and produce at the time and place aforesaid, any and all documents and/or records, and any other materials relating directly or indirectly to the above-captioned matter. You are invited to attend and cross-examine.

Dated: New York, New York
October 21, 1974

Yours, etc.

PAUL J. CURRAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff

By: _____
ROBERT D. [illegible]
Assistant United States Attorney

BCL:slc
72-3802
D-19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Ex A-3

1086a

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

- v -

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

NOTICE TO TAKE DEPOSITION

72 Civ. 5031 (CSH)

S I R :

PLEASE TAKE NOTICE that pursuant to Rule 26, et seq., of the Federal Rules of Civil Procedure, plaintiff will take the depositions of defendant by Charles W. Wallace before a notary public or some other officer authorized by law to administer oaths, commencing the 4th day of November, 1974 at 10:30 in the forenoon in the office of Assistant United States Attorney Jack Collins, which is located in the offices of the United States Attorney, United States Courthouse, Room 506, Sixth and Main, Portland, Oregon. The said depositions will be continued from day to day until complete. The said witnesses are hereby notified to bring with them and produce at the time and place aforesaid, any and all documents and/or records, and any other materials relating directly or indirectly to the above-captioned matter. You are invited to attend and cross-examine.

Dated: New York, New York
October 21, 1974

Yours, etc.

PAUL J. CURRAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff

By: _____
[illegible]
Assistant United States Attorney

BCL:slc
72-3332
D-19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Ex A-4

1087a

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

- v -

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

NOTICE TO TAKE DEPOSITION

72 Civ. 5031 (CBM)

S I R :

PLEASE TAKE NOTICE that pursuant to Rule 26, et seq., of the Federal Rules of Civil Procedure, plaintiff will take the depositions of defendant by R.J. "Rupe" Soriano and Lester Reynolds before a notary public or some other officer authorized by law to administer oaths, commencing the 5th day of November, 1974 at 10:30 in the forenoon in the office of Assistant United States Attorney Charles Mansfield, which is located in the offices of the United States Attorney, 1012 United States Courthouse, Fifth and Spring, Seattle, Washington. The said depositions will be continued from day to day until complete. The said witnesses are hereby notified to bring with them and produce at the time and place aforesaid, any and all documents and/or records, and any other materials relating directly or indirectly to the above-captioned matter. You are invited to attend and cross-examine.

Dated: New York, New York
October 21, 1974

Yours, etc.

PAUL J. CURRAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff

By: _____
BOBBY C. LASTER
Assistant United States Attorney

exhibit A-4

CL:sle
72-3682
-19

1088a

Office and Post Office Address:
United States Courthouse
Foley Square
New York, New York 10007
Telephone No.: (212) 791-1968

TO: Marvin Schwartz, Esq.
243 Waverly Place
New York, New York 10014

LAW OFFICES

MARVIN SCHWARTZ, P. C.

243 WAVERLY PLACE

NEW YORK, N. Y. 10014

MARVIN SCHWARTZ
BURTON M. EPSTEIN

(212) 691-2250

1089a

Ex B

October 22, 1974

Harold J. Raby, Magistrate
United States District Court
Southern District of New York
U.S. Courthouse
Foley Square
New York, New York

Re: Hodgson v. IOM&P
72 Civil 5031 CBM

Dear Magistrate Raby:

On Monday, October 21, 1974, at about 4:45 p.m., there was served on this office four Notices to take the depositions of eight representatives of the defendant commencing October 30, 1974, in Los Angeles, California (two depositions) and continuing on October 31, 1974, in San Francisco (three depositions), on November 4, 1974, in Portland, Oregon (two depositions), and on November 5, 1974, in Seattle, Washington (two depositions).

Marvin Schwartz, who is International Counsel to the defendant and who is handling this matter on behalf of the defendant is in San Francisco this week attending meetings in connection with the defendant's several benefit plans. It is my understanding that the supervision of the pre-trial procedures in this matter has been assigned to you by Judge Motley and consequently I am sending this letter to you, by hand delivery, constituting the defendant's opposition to the taking of such depositions as described in the notices served by the plaintiff.

As you know, this case is a suit brought by the Secretary of Labor seeking to set aside the defendant's election for union offices which took place three years ago. The lawsuit itself was commenced on or about November 28, 1972, some two years ago. Suddenly now, after the pendency of this lawsuit for two years, the plaintiff advises us for the first time that it wishes to depose the eight individuals named in the Notices. Moreover, such Notices call for the testimony to be taken under a schedule of dates and places which can be described only as oppressive, harrassing and burdensome.

Ex. B

At the same time that we oppose these depositions, however, we would like to offer alternative suggestions. We do not see why, if the plaintiff needs certain testimony from the named individuals, such testimony cannot be obtained through the use of written interrogatories.

Alternatively, since it is my understanding that the plaintiff is willing to pay counsel fees for defendant's counsel to go to the West Coast for these depositions, suggest that plaintiff instead pay the expenses to bring these witnesses to New York, to have their depositions taken here, in accordance with a reasonable time schedule to be worked out between the parties.

Mr. Schwartz is engaged to be on trial during the week of November 11, and, as I have indicated above, he is in San Francisco this week. He will be back in New York all week commencing October 28, and would be available for and requests a meeting before you with counsel for the plaintiff on any afternoon during the week of October 28 to discuss the alternatives described above, or to discuss any other alternative suggestions that counsel for the plaintiff might have.

I assume that this letter will suffice to stay the depositions noticed by the plaintiff, in view of the time element involved and the fact that the pre-trial proceedings are under your direction. If I am in error, and more formal papers are required, I would appreciate your telephoning me with that advice.

For your information, I enclose herewith a copy of each of the four Deposition Notices referred to above.

A copy of this letter is being simultaneously hand delivered to Bobby C. Lawyer, Esq. or Dennison Young, Jr., Esq., the Assistant United States Attorneys in charge of this matter for the Government.

Respectfully yours,

MARVIN SCHWARTZ

By Burton M. Epstein
Burton M. Epstein

BME:eml
Encs.
CC: Office of the U.S. Attorney
Attn: Bobby C. Lawyer, Esq.
or Dennison Young, Jr., Esq.

HAND DELIVERY

DT:cee
72-3882

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Exc 1091a
Filed
10-15-74

JAMES D. HODGSON, Secretary of Labor
United States Department of Labor,

Plaintiff,

-v-

INTERNATIONAL ORGANIZATION OF MASTERS MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendant.

ORDER

72 Civ. 5031 (CHT)

The parties, by their attorneys, having appeared before me on October 3, 1974, and having discussed aspects of pre-trial discovery with respect to this action, and it appearing that 1) defendant has not yet supplied information to plaintiff requested during the depositions of Captain O'Callaghan and Captain Lowen, taken in May and June of 1974, 2) defendant has not yet responded to interrogatories served by plaintiff on May 17, 1973, and 3) defendant has agreed to produce for the purpose of taking depositions Robert H. Nelson and Joseph Valensi (members of the defendant's International Ballot Committee for the period covering the 1971 election of officers) during the week of October 21, 1974 at a mutually convenient time in the State of California, which depositions have been previously noticed and adjourned,

NOW, therefore, at the request of Paul J. Curran, United States Attorney for the Southern District of New York, attorney for plaintiff herein, it is hereby

ORDERED that defendant shall

1) supply to plaintiff no later than October 15, 1974 all information, documentary and otherwise, which plaintiff requested during the course of the depositions taken of Captain O'Callaghan and Captain Lowen;

DY:ccc
72-3682

2) respond fully by October 15, 1974 to plaintiff's interrogatories served on defendant May 17, 1973; and

3) produce Robert H. Nelson and Joseph Valensi at the office of the United States Attorney for the Central District of California (United States Courthouse, Room 1100, 312 North Spring Street, Los Angeles, California) for the purpose of taking depositions, at a mutually convenient time during the week of October 21, 1974.

Dated: New York, New York
October 11, 1974.

Constance Baker Motley
CONSTANCE BAKER MOTLEY
United States District Judge

DY,Jr.:n

72-3682

EXD

1093a

October 15, 1974

BY HAND

Marvin Schwartz, Esq.
243 Waverly Place
New York, New York 10014

Re: Hodgson v. International Organization of Masters, Mates and Pilots
72 Civ. 3031 (CBM)

Dear Mr. Schwartz:

Pursuant to a call last Friday, October 11, 1974, from Mr. Reginald Jones of your office informing us that you had lost the copy of "Plaintiff's First Set of Interrogatories" served on you May 17, 1973 and requesting that we provide you with another copy, we are enclosing a copy of said interrogatories herewith.

As you know, on October 3, 1974, at a pre-trial conference, Judge Motley ordered you, inter alia, to answer these interrogatories by today, October 15, 1974. On October 11, 1974 Judge Motley signed a written Order conforming to her October 3, 1974 oral orders, a copy of which we also enclose.

In view of the fact that you would apparently not be able to answer these interrogatories by today, we will consent to a brief extension of time for these purposes, that is until 10:00 A.M. Monday, October 21, 1974. We would like the answers delivered at our office at that time.

We have also consented to taking the depositions of Messrs. Nelson and Valensi during the week of October 28, 1974 rather than the week of October 21, 1974 as we had anticipated and as Judge Motley's Order so recites. The

DY,Jr.:n
72-3382

M HA...
Marvin Schwartz, Esq.

1094a

scheduling of these depositions as well as a number of others, possibly on the West Coast, has been the subject of conversation between you and Assistant United States Attorney Bobby C. Lawyer who is also assigned to this case.

We are anxious to have the information which we requested during the depositions of Captains O'Callaghan and Loven which, pursuant to Judge Motley's Order, was to be supplied by today, also. We assume you will have it to us by tomorrow at the latest.

To appraise Judge Motley of our consent to extend your time to answer our interrogatories and of the scheduling of the depositions during the week of October 28, 1974, we are sending a copy of this letter to the Court.

Very truly yours,

PAUL J. CURRAN
United States Attorney

By:
DENNISON YOUNG, JR.
Assistant United States Attorney
Telephone No.: (212) 791-1977

cc: Honorable Constance Baker Motley
United States District Judge
United States Courthouse
Foley Square
New York, New York 10007

Defendant's Memorandum of Law

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

- v -

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO,

Defendant

72 Civ. 5031 (CBM)

MEMORANDUM OF LAW ON BEHALF OF DEFENDANT

Defendant has moved for an Order quashing the four notices to take the depositions of eight members of the defendant union.

Aside from the grounds to quash such motion, as set forth in the defendant's moving papers and exhibits, the plaintiff has failed to tender in advance the costs, attorneys fees, etc. that would be involved in the taking of these depositions on the West Coast.

We attach hereto and make a part hereof a Memorandum of Law previously submitted by the plaintiff in another case in which the Secretary of Labor sought pre-

payment of such attorneys fees, etc. which cites authorities in support of such proposition.

WHEREFORE, for the reasons set forth in the defendant's moving papers, exhibits and the pleadings and proceedings heretofore had herein, defendant respectfully prays that an Order issue quashing the four notices dated October 21, 1974 to take depositions of the eight individuals named therein.

Dated: October 25, 1974

Respectfully submitted,

MARVIN SCHWARTZ
Attorney for Defendant
Office and P O Address
243 Waverly Place
New York, New York 10014
Tel. No. 212-691-2250

BURTON M. EPSTEIN

Of Counsel

MS:sk
70-1833

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

GEORGE P. SCHULTZ, Secretary of Labor, United States Department of Labor,

Plaintiff, : 71 Civ. 2334

-against-

RADIO OFFICERS' UNION of the UNITED TELEGRAPH WORKERS,

Defendant.

----------x

MEMORANDUM OF LAW

Preliminaty Statement

This memorandum is submitted in support of the plaintiff's motion, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and Rule 5 of the Civil Rules of this Court, for a protective order directing the defendant to advance to the plaintiff his expenses, incurred in attending the depositions upon oral examination of two non-party witnesses, noticed by the plaintiff to take place in Houston, Texas, and Tampa or Miami, Florida.

MS:sk
70-1833

Statement of Facts

The facts upon which this motion is made are set forth in the affidavit of Milton Sherman, sworn to October 22, 1971. Reference is respectfully made thereto.

Applicable Rules

Rule 26(c) of the Federal Rules of Civil Procedure provides in relevant part:

> "(c) Protective Orders. Upon motion by a party . . . and for good cause shown, the court in which the action is pending . . . may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following: . . . (2) that the discovery may be had only on specified terms and conditions, including a designation of the time or place . . . ."

Rule 5 of the Civil Rules of this Court provides in relevant part:

> "(a) when a proposed deposition upon oral examination . . . is sought to be taken at a place more than 100 miles from the court house, the court may provide in the order therefore, or in any order entered under Rule of Civil Procedure 30(b), that prior to the examination the applicant pay the expense of the attendance at the place where the deposition is to be taken of one attorney for each adversary party, or expected party, including a reasonable counsel fee. The amounts so paid shall be a taxable cost in the event that the applicant recovers costs of the action or proceeding."

MS:sk
70-1833

Argument

THE DEFENDANT SHOULD BE DIRECTED TO ADVANCE TO THE PLAINTIFF HIS EXPENSES IN ATTENDING THE DEPOSITIONS OF MESSRS. PENOT AND KARAFOTIAS NOTICED BY THE DEFENDANT AND TO BE TAKEN IN HOUSTON, TEXAS, AND TAMPA OR MIAMI, FLORIDA RESPECTIVELY

The plaintiff has noticed the depositions upon oral examination of two non-party witnesses, Joseph M. Penot and Charles G. Karafotias. Mr. Penot, a member of the defendant who filed a complaint in respect of its 1969 election with the Secretary of Labor, is to be deposed in Houston, Texas, where the ship on which he is employed will be docked from October 29, 1971 to October 31, 1971. Mr. Karafotias, a former officer of the defendant, is to be deposed in Tampa or Miami, Florida, which are near his home in Jensen Beach, Florida.

Under Rule 26(c) of the Federal Rules of Civil Procedure, the Court may for good cause shown make any order required to protect a party from undue expense. Rule 5 of the Civil Rules of this Court specifies one of the options available to the Court to mitigate undue expenses of a party. Thus, the Court may, in its discretion, order that the party noticing a deposition to be

taken more than 100 miles from the courthouse advance the expenses of attendance at the deposition of one attorney for each of the other parties to the action. It should be noticed, however, that any amount paid ultimately may be recovered by the party noticing the deposition as a taxable cost.

The cases decided under Rule 5 and its predecessor* indicate that when one party seeks to depose a witness outside the specified radius of the courthouse, all other parties necessarily would be subjected to undue expense if they were required to pay the costs of attending the deposition. Thus, if the distance requirements of Civil Rule 5 are met, the court will generally exercise its discretion in favor of the party seeking expenses. In North Atlantic & Gulf SS Co. v. United States, 16 F.R. Serv. 30b.41, Case 2 (S.D.N.Y. 1951, 1952), aff'd 209 F.2d 487 (2d Cir. 1954), an action under the Federal Tort Claims, Act, the United States was required to advance the

* Rule 12 of the Civil Rules of the Southern District of New York, the predecessor to Rule 5, was in all respects identical except that the minimum distance was 150 miles as compared with 100 miles in Rule 5.

MS:sk
70-1833

plaintiff's costs as a condition to taking the deposition of a witness in San Francisco. See also Gill v. Stolow, 16 F.R.D. 9 (S.D.N.Y. 1954); Cappisuto v. Branch Motor Express Co., 8 F.R. Serv. 30a.22, Case 5 (S.D.N.Y. 1945); Boiczuk v. Baltimore & Ohio R. Co., 5 F.R.D. 18 (S.D.N.Y. 1944); and Moore v. George A. Hormel & Co., 2 F.R.D. 340 (S.D.N.Y. 1942). But see Brandfon v. Koninklyke Luchtvaart Maatschappij, 13 F.R.D. 425, 429-430 (S.D.N.Y. 1953).

The circumstances in this case make it particularly appropriate that the expenses of the Government in attending the two depositions be advanced by the defendant. The action was instituted to set aside the defendant's 1969 election because of two alleged violations of the Labor Management Reporting and Disclosure Act: (1) The insurgent candidate for the office of president of defendant, R.C. Smith, was denied access to a mailing list used by the incumbent officers in distributing campaign literature; and (2) Lester Parnell, an inactive member of the defendant, was coerced by incumbent officers into withdrawing his candidacy for the office of National Committeeman-Oakland.

The parties already have explored the facts surrounding each of the alleged violations through the depositions of the participants, Joseph P. Glynn, the incumbent president, Edward F. Fitzgerald, the incumbent secretary-treasurer, and Lester Parnell and his wife, Dora Parnell.* Based on the depositions taken thus far, neither Mr. Penot nor Mr. Karafotias was present at the times and places of the alleged violations, and neither can add to the facts thus far discovered by the parties. Indeed, Mr. Karafotias did not even file a complaint with the Department of Labor which set for the violations alleged in this action and it is difficult to see at this point how his testimony might be relevant to this action. The defendant's only conceivable basis for taking the proposed deposition can be to use them at trial to impeach the plaintiff's witnesses. Under such circumstances, the defendant should bear the costs of taking the depositions. Gibson v. International Freighting Corp., 8 F.R.D. 487 (E.D. Pa. 1947), aff'd, 173 F.2d 591 (3d Cir.), cert. denied, 338 U.S. 832 (1949). See also Ganen v. Greene, 31 F.R.D. 175, 176-177 (W.D. Pa. 1962).

---

* The defendant noticed the deposition of R.C. Smith but adjourned it sine die and has not rescheduled it.

MS:sk
70-1833

CONCLUSION

For the reasons set forth herein, the plaintiff's motion for a protective order directing that the defendant advance to the plaintiff his costs in attending the depositions of Messrs. Penot and Karafotias in Houston, Texas, and Tampa or Miami, Florida, be granted.

Respectfully submitted,

WHITNEY NORTH SEYMOUR, JR.
United States Attorney for the
Southern District of New York
Attorney for the Plaintiff

MILTON SHERMAN
Assistant United States Attorney

- Of Counsel -

Defendant's Reply Affidavit

U.S. DISTRICT COURT
FILED
OCT 25 1974
S. D. OF N. Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

- v-

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, AFL-CIO,

Defendant.

72 Civil 5031 (CBM)

REPLY AFFIDAVIT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

BURTON M. EPSTEIN, being duly sworn, deposes and says:

I am an attorney associated with Marvin Schwartz, Esq., Counsel for the defendant herein. I submit this affidavit in further support of the defendant's application to quash the four notices to take depositions of eight members of the defendant union, served on this office on Monday, October 21, 1974, and in opposition to the plaintiff's motion for an order directing that the said depositions be taken as scheduled.

Little would be served by replying to the ad hominem arguments and comments made by Mr. Lawyer in his affidavit of October 25, 1974. However, with respect to allegations of delay in fulfilling commitments and/or obligations with respect to the discovery that has heretofore taken place, we point out to Your Honor that the defendant union was the one who commenced

BEST COPY AVAILABLE

discovery in this matter, beginning with the deposition of Henry W. Berry, Assistant Area Administrator for the United States Department of Labor, Labor Management Services Administration.

The notice to take Mr. Berry's deposition was dated December 21, 1972. The actual deposition of Mr. Berry commenced on February 5, 1973, and continued on two succeeding dates, the last being August 8, 1973, when the deposition was concluded. Additional responses and documents were to be furnished by the plaintiff in connection with this deposition, as agreed to on the record. These were not furnished until on or about September 12, 1974, more than a year after Mr. Berry's deposition was completed.

THE NOTICES SERVED ON DEFENDANT

At no time prior to the service of the notices in question has plaintiff advised of the nature of the testimony sought to be elicited.

Paragraph four of Mr. Lawyers moving affidavit, appearing on page 2 thereof, finally gives a hint as to the nature of the testimony sought to be elicited. Even from this scanty recitation, it is apparent that there are additional grounds in support of the defendant's motion to quash, over and above those hereto/fore set forth in your deponent's letter to Magistrate Raby dated October 22, 1974 (Exhibit B to Lawyer's affidavit) and your deponent's letter to the Honorable Constance Baker Motley dated October 24, 1974 which letter is annexed hereto and made a part hereof.

Mr. Lawyer indicates that 7 of the 8 persons to be deposed, "were candidates in the 1971 election and are current office holders of the union" and further, that the proposed depositions pertain to "compaign practices, balloting procedures and other matters relevant to the said election."

The plaintiff may not depose these 7 individuals through notice to depose the defendant by those persons. To the extent that they were only individual members of the union and candidates for office, ultimately elected to office, they can in no way be deemed to be agents or representatives of the defendant for the purpose of the pending action. If the plaintiff wishes their testimony in support of the plaintiff's case, they must proceed as in any other case with a potential witness, ie., by service of a notice and a subpoena to the individual whose testimony is sought.

The defendant has produced, for deposition, the President and Secretary-Treasurer of the defendant. In addition, agreement has been made to produce Mr. Valensi, who remains a member of the defendant organization, and who was a member of the defendant's 1971 election Ballot Committee.

ALTERNATIVE SUGGESTIONS

Without retreating from the foregoing argument, based on the impropriety of the notices, we have alternate suggestions to the burdensome, harrassing and oppressive schedule which have been offerred, as contained in your deponent's letter to Magistrate Raby. We reiterate those suggestions herein, but, however, still maint in that for the reasons above described, the notices themselves, purporting to take the testimony of the defendant through the 7 named individuals, should be quashed.

THE DEPOSITION OF ROBERT NELSON

Mr. Lawyer on page 5 of his affidavit, comments on

a problem now being faced with respect to the testimony of Robert Nelson in Wilmington, California.

At the time of the 1971 elections, Mr. Nelson was a member of the Ballot Committee. However, Mr. Nelson has since retired, and is no longer a representative of nor under the control of the defendant. We have been able to get Mr. Nelson's agreement to be deposed, without the formality of a subpoena by the plaintiff, but he insists that the deposition be taken at his houseboat in Wilmington, California, a very short distance from the union's office in Wilmington. We suggest that Mr. Valensi's testimony be taken at the union hall and that following such testimony, the participants proceed to Mr. Nelson's houseboat for his deposition.

THE EIGHTH PROPOSED WITNESS

To the extent that the eighth witness sought to be deposed was a member of the defendant's 1971 Ballot Committee, we do not oppose such notice on the ground that it was improperly served as a notice to take the testimony of the defendant through such witness. However, we do oppose such notice on the grounds that the testimony sought will be duplicative and unnecessary and burdensome due to the fact that the plaintiff will be taking the testimony of two other members of the defendant's Ballot Committee.

ADVANCEMENT OF COSTS TO DEFENDANT

It should be pointed out that, in addition to the foregoing reasons to quash, the plaintiff has failed to advance costs to the defendant for the proposed taking of the depositions. It is submitted that any Order with respect to the taking of such depositions should be conditioned upon the prepayment of

costs, attorneys fees, etc. to the defendant. 1168a

In view of the time limitations involved in this Order to Show Cause, we are accompanying this affidavit with a Memorandum of Law, previously submitted by the plaintiff in another case, in which the Secretary of Labor sought prepayment of attorneys fees, citing authorities in support of such proposition.

WHEREFORE, from the foregoing, it is respectfully urged that the four notices to take depositions be quashed, and that the Court deny the motion of the plaintiff for an Order directing that such depositions be taken as requested. In the event the motion to quash is denied, the defendant requests that the procedures to elicit testimony from the eight persons named be modified in such fashion so that the procedures not be oppressive, burdensome or harrassing upon the defendant and the persons named.

Burton M. Epstein

BURTON M. EPSTEIN

Sworn to before me this
25th day of October, 1974.

Ralph I. Lee

Notary Public

RALPH I. LEE
Notary Public, State of New York
No. 41-2292838 Queens County
Term Expires March 30, 1975

October 24, 1974 1109a

Hon. Constance Baker Motley
United States District Judge
United States Courthouse
Foley Square
New York, New York 10007

Re: Hodgson v. IOMM&P
72 Civ. 5031 CBM

Dear Judge Motley:

On Monday, October 21, 1974, at about 4:45 p.m., there was served on this office four Notices to take the depositions of eight representatives of the defendant commencing October 30, 1974, in Los Angeles, California (two depositions) and continuing on October 31, 1974, in San Francisco (three depositions) on November 4, 1974, in Portland, Oregon (one deposition, and on November 5, 1974, in Seattle, Washington (two depositions).

In response to such Notices, we sent a letter, by hand delivery on the next day, October 22, to the Honorable Harold J. Raby, Magistrate, to whom you had previously assigned supervision of the pre-trial proceedings in this matter. Such letter constituted our opposition to the taking of such depositions as described in the Notice. A copy of this letter, which was also hand delivered to the Office of the U.S. Attorney, is attached hereto.

On Wednesday, October 23, Magistrate Raby called the undersigned and advised that he felt that he was no longer in charge of the pre-trial proceedings, and suggested that the matter be brought up, in the first instance, before you.

After several unsuccessful attempts to reach Mr. Lawyer by phone, I finally spoke with him late yesterday afternoon advising of my conversation with Magistrate Raby and the advice he had given to me. At that time Mr. Lawyer informed me that he was in the process of preparing motion papers with respect to this matter to be brought on before you by the end of this week.

1110a

I have not yet received such papers, but I felt it appropriate at this time to advise Your Honor of the nature of our objection to the Notices served by the Office of the U.S. Attorney, as described in the attached letter sent to Magistrate Raby.

Respectfully yours,

MARVIN SCHWARTZ

By_____
Burton M. Epstein

BME:eml
Enc.

CC: Office of the U.S. Attorney
Attn: Bobby C. Lawyer, Esq.
or Deanison Young, Jr., Esq.

HAND DELIVERY

BEST COPY AVAILABLE

Transcript of Proceedings October 25, 1974

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - x

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff

vs. 72 Civil 5031

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO, (CBM)

Defendant

- - - - - - - - - - - - - - - - - x

U.S. DISTRICT COURT FILED OCT 30 1974 S.D. OF N.Y.

Before:

Hon. Constance Baker Motley,

District Judge

New York, N. Y.

October 25, 1974 - 3.00 P.M.

APPEARANCES:

Paul J. Curran, Esq.,
United States Attorney
For the Plaintiff
By: DENNISON YOUNG, JR., ESQ. and
BOBBY C. LAWYER, ESQ.,
Assistant United States Attorneys

Burton M. Epstein, Esq.,
Attorney for Defendant

MR. EPSTEIN: If your Honor please, I was served with these papers from Mr. Lawyer at about eleven-thirty this morning. I have an answering affidavit and a memorandum which I would like to hand up to your Honor. I have given a copy to Mr. Lawyer.

THE COURT: Yes.

MR. LAWYER: Your Honor, the Government has noticed eight depositions to be taken in four separate cities on the west coast during a period from October 30th through November 5th of 1974. By letter to Magistrate Rabe and subsequently by a letter to your Honor yesterday, the defendant in this case - that is the union - indicated that they were moving by that letter to quash the depositions.

The letters also indicated that the defendants assume that the mailing of the letter sua sponte meant that the depositions would be stayed unless something else was done.

Accordingly, we have moved by order to show cause, which your Honor signed this morning, for two things: first to deny the motion to quash, and secondly to give us a written order directing that the depositions proceed as noticed.

This is a labor union that is comprised of more

than ten thousand members. It has offices all over the country at various coastal cities and in various inland cities.

The discovery proceedings in this case have been tremendous. We have been before your Honor on at least two earlier occasions. We don't like coming before the Court and I am sure your Honor isn't too happy with the repeated visits to the Court to resolve problems that normally are expected to be resolved either through counsel or before the Magistrate.

We have not been able to do that, and unfortunately we feel it is necessary to have to come before the Court.

We noticed the depositions. We have not prior to the present time ever heard any objection that the union could not produce these people or that they were not available. We are taking two depositions next week that we had to come before this Court and get a written order in order to have them taken. We will be going to the west coast next week and the depositions will take place on Tuesday and Wednesday of next week. Other witnesses are in the immediate area, in Los Angeles. Other witnesses are in San Francisco.

Among the new depositions we want there are witnesses in Portland, Oregon as well as Seattle, Washington.

We have chosen to go to the witnesses. They live in those areas. There is no problem about them showing up and there has never been any allegation in papers having been received that these people are not under the union's control and that they could not produce them.

We are agreeable to accommodating the opposing parties by perhaps having all of the depositions taken in San Francisco. Mr. Schwartz, attorney for the union, indicated to me orally a week ago that if these depositions had to be taken he would prefer that he gather together all of those witnesses and that they could proceed in the city of San Francisco. In other words, we suggest that this negatively implied that he always considered these witnesses to be under his control.

Amongst the reasons that have been given for opposing that these depositions be taken is one that they are untimely. This case has been pending for two years. Settlement talks have proceeded in the past. They were broken off. The case apparently could not be settled. At that time the case was handled by another United States Attorney no longer with the office.

Recently it was assigned to Mr. Young and me. We have proceeded, we submit, rapidly and diligently to get the case disposed of. We have moved in the past for

interrogatories. We moved some seventeen months ago. We had to come to the Court in order to get the answers to those interrogatories given to us, which we received last week.

The problems are increasing. As I stated earlier, we are taking two depositions next week. We found out yesterday that one of the witnesses will not appear at the U. S. Attorney's office in Los Angeles to take the deposition but rather he says he will only consent to it if we travel out to his houseboat and take it on the houseboat.

That may be very nice. But, frankly, your Honor, I get seasick looking at a glass of water sometimes. We will also be away from the courthouse, where we may need a judge to come to.

We will arrange for a stenographer. We have made travel reservations so we could go from one city to another --

THE COURT: Did you say I had issued an order for that deposition to be taken?

MR. LAWYER: That is correct.

THE COURT: That is the end of it, isn't it?

MR. LAWYER: Part of the practical problem is that the deposition is scheduled to be commenced on Tuesday.

Today is Friday. There will be three non-business days in between. If the witness doesn't show up, we have the practical problem of not being able to do anything about it.

THE COURT: If the witness doesn't show up, that is the time to move, ins't it? He has been ordered to appear for his deposition.

MR. LAWYER: The order itself, your Honor, Mr. Schwartz acknowledged he will produce the witness. The issue never came up. The order was not directed to the witness as such but rather to the party. That particular witness is no longer a member of the union. He is retired. But the problem of his showing up or not showing up simply never appeared until yesterday. It was always assumed that there was just no problem.

Unless we can take it, the trip virtually will be useless. We will be right back before the Court again with discovery problems, which I am sure the Court would rather not come up and should not come up.

THE COURT: This is a communication gotten from a lawyer rather than the witness himself?

MR. LAWYER: Mr. Schwartz, counsel for the union, originally indicated he will be there to take the deposition. The deposition was supposed to take place

this week. He called us and said that he would be tied up on union business in California, where we understand he is now, and could we accommodate him and adjourn the deposition to this week -- I mean the following week, next week.

We said we would take it next week, in order to accommodate him. A few days later we get a telephone call from Mr. Schwartz stating that he would not personally appear for the deposition and he has engaged another lawyer to stand in his place.

It is from that other lawyer, who I understand formerly worked with Mr. Schwartz here in New York that we received a telephone call advising us that he could not produce the witness, the witness is refusing to come and invited us down to his houseboat. he says he has no control over him.

We asked for the witness' address. He said he doesn't know because he lives on a houseboat. That is the situation now.

I have noticed in the papers, in response to our order to show cause, the defendants are objecting to the additional depositions that have been noticed, in part upon the ground that the other witnesses who are presently office holders in the union are not under their control.

But it is carefully worded to say they are not under their control for the purpose of this deposition.

The distinction, we would submit, is a distinction without a difference in this case since we are challenging an election at the time these people were going through the election process. They were not union officers, but the point is they are presently union officers. They are presently exercising union power.

Mr. Schwartz is counsel to the union in general. He has never before in the history of this case suggested that he was not counsel in general to all of these people, that is, by virtue of them being officers of the union, and he is not doing so now. He is simply saying, within the context of these depositions we want, we should be forced to move by subpoena if we want to take them. We have never heard the suggestion prior to today of being obligated to move by subpoena to take those depositions.

Also are first hearing now that we should advance counsel fees. This was also mentioned in a letter to the Magistrate.

THE COURT: These you conceive to be parties or agent?

MR. LAWYER: That is correct. We think the four corners of the Government's complaint in this case

certainly alerted them to the fact that we had considered all of these people parties and agents, and certainly during the pendency of this litigation they have acquiesced in this. They are parties and agents and they have to be; they are officers of the union.

THE COURT: What about the man on the houseboat? Is he a former officer?

MR. LAWYER: Yes, your Honor.

THE COURT: But the others are present officers?

MR. LAWYER: At least seven of them are, and the eighth person was a member of the International Ballot Committee, and they were very powerful insofar as the conduct of the election. They set rules that were not covered explicitly and other rules. They made decisions concerning the election.

THE COURT: And they are presently officers?

MR. LAWYER: That is correct. And we also think our complaint outlines it. We are talking about union money being spent --

THE COURT: Let me hear from your opponent on this.

MR. EPSTEIN: If your Honor please, my name is Burt Epstein. I am associated with Mr. Schwartz, who is counsel to the defendant and who Mr. Lawyer says is out in

California this week on union business.

I do not like to precede an argument with a counter ad hominem argument directed towards counsel for the Governemnt. But with respect to their comments about delay in this matter, as Mr. Lawyer verbally mentioned and also as set forth in his papers, I would like to point out to your Honor it was defendant who commenced the discovery proceedings in this case by notice of a deposition dated December 21, 1972 to take the testimony of Mr. Warren Berry, who was the Area Administrator of the Department of Labor here.

The deposition actually started on February 5, 1973. There were two adjournments --

THE COURT: I don't want to hear the history of this case. I have no time for that. Let's get to the man on the houseboat. What do you say about him?

MR. EPSTEIN: I spoke with our local counsel out in California. Mr. Nelson has been retired from the union for quite some time. He is living on a houseboat in the Los Angeles area. I am sure, when Mr. Schwartz spoke with Mr. Lawyer, we anticipated that at least the old school tie, or the union, his prior union affiliation, there would be no problem in having Mr. Nelson appear, as was agreed to, in the office of the United States Attorney.

We now find that Mr. Nelson does not feel obliged to go to the office of the United States Attorney. He is agreeable to having the deposition taken where his residence now is. The suggestion was made that the testimony of the other witness who was to be deposed that day, Mr. Valenci, who is a union officer, be taken at the union office and thereafter they could proceed with the reporter to Mr. Nelson's houseboat, as he requested, in order to take his deposition.

We have no control over Mr. Nelson. We just do not have the control. He is not a union official at this time.

THE COURT: I suppose that the plaintiff here could get the Court in California to issue a subpoena for his appearance to take his deposition, and that would be the end of that.

MR. EPSTEIN: Yes, your Honor.

THE COURT: Let's move on to the next point. What about these seven officers?

MR. EPSTEIN: These four notices to take the depositions ofeight people were served on us this Monday. We had no prior inkling --

THE COURT: When do they want to take the depositions?

MR. EPSTEIN: Beginning next Wednesday.

THE COURT: And you were served on the 21st?

MR. EPSTEIN: Yes. They want to take them in Los Angeles.

THE COURT: You say that is insufficient notice? How much time are they required to give you, under the rules?

MR. LAWYER: The rules don't speak. All they point out is that five days is sufficient. I gave Mr. Schwartz the names and the approximate dates and the persons and the cities orally about a week before, and at that time nothing was said.

THE COURT: What do you say about their positions with the union?

MR. EPSTEIN: First, the precipitous way in which these notices have been served --

THE COURT: We just heard how the notice was given. We just heard him tell me that he told Mr. Schwartz orally a week before, then served the notices, and that the cases say five days is sufficient notice.

What do you say about these officers?

MR. EPSTEIN: At that time there was no indication what it was that was going to be elicited by way of testimony from these individuals. Now finally, this

morning, in the way of the papers in support of the order to show cause, does Mr. Lawyer tell us in a vague generality what it is that he wants.

We feel that it is burdensome, oppressive, duplicative to have these individuals testify as to matters which they have already examined upon. It seems to me that they want to examine these individuals as individuals for their purposes, to be witnesses on their behalf during the course of this action.

THE COURT: Have they previously been examined?

MR. EPSTEIN: They have not. But the testimony that is sought to be elicited from them apparently goes to their activities not on behalf of the union - they are not members of the Ballot Committee, they were not officers who were in charge of the election at that time - but apparently it's to find out what they themselves did to promote their candidacies during the course of the election.

I do not feel that by serving a notice with this short period of time upon the union that this is sufficient to have the union produce these individuals under this time schedule, which is going to require an attorney going from Los Angeles on Wednesday for two depositions to San Francisco on Thursday for three depositions, to Portland on the succeeding Monday for one deposition, then to Seattle,

Washington on Tuesday for two depositions.

We feel that that is a burdensome and oppressive schedule.

THE COURT: I thought they agreed to have them all in San Francisco.

MR. EPSTEIN: That is what Mr. Schwartz agreed to. But apparently Mr. Lawyer thought it was not acceptable, and we never heard anything from him with the exception of these four notices.

THE COURT: Do you agree to have them in San Francisco?

MR. LAWYER: Absolutely. We never disagreed.

MR. EPSTEIN: I don't know of any agreement with respect to a reasonable date or time when these people would appear. I suggested in my letter to Magistrate Rabe that this be one of the alternatives --

THE COURT: We now have their statement that they will take them all in San Francisco.

MR. EPSTEIN: If we can get an agreed-upon date, that will be fine with us, so it would not be burdensome upon all of these individuals, and also to give counsel a reasonable time in which to prepare for these some eight depositions.

MR. LAWYER: We are willing to take them at any

date acceptable to counsel within the dates set in these notices that have already gone out.

MR. EPSTEIN: I would hope that it would be in the second week of November in view of these eight people that do have to be gathered together and at least be advised of what it is we assume is going to be the nature of the inquiry.

THE COURT: What date do you suggest?

MR. EPSTEIN: May I request the following. Mr. Schwartz is out of town. Mr. Schwartz will be back in town on Monday. I would like to discuss this with him and either Monday or Tuesday he could be able to give your Honor a date for the taking of these depositions in San Francisco.

MR. LAWYER: I will be in Los Angeles.

THE COURT: Mr. Epstein, one of the problems with t-is case is that the lawyers are going to have to finally get to business on this case. Every time it has come up, we have had some problem with Mr. Epstein not being here. He was not here last time -- Mr. Schwartz. I am sorry.

MR. YOUNG: We were here Wednesday against a non-party witness.

THE COURT: Wednesday somebody else representing Mr. Schwartz --

MR. YOUNG: At that time it was non-party witnesses. Mr. Epstein and I had discussed that.

THE COURT: The problem is that this case has been pending a long time. We have to get on with it. It is a union election case.

MR. EPSTEIN: I appreciate that, your Honor, and, again, I am not trying to say it should not go forward, but I think the way in which these notices were served --

THE COURT: I will set the date. It will be November 4th in San Francisco.

Is there anything else?

MR. LAWYER: November 4th is the date that it is supposed to begin, and to continue until completed?

THE COURT: Yes.

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I (We) hereby certify that the foregoin
s a true and accurate transcript, to the b
of my (our) skill and ability, from my (ou
stenographic notes of this proceeding.

Official Court Reporter
U. S. District Court

Defendant's Additional Responses, Part II

U.S. DISTRICT COURT
FILED
NOV 14 1972
S. D. OF N. Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

-against-

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendants.

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72 Civil 5031 (CBM)

The following statements and documents constitute Part Two of defendant's additional responses to demands for information made by the plaintiff during the deposition of THOMAS F. O'CALLAGHAN.

Dep. Page Number	Response
44	The International Executive Committee (now the General Executive Board) held two meetings in 1971. The minutes of these meetings reveal no involvement or decision-making on the part of the General Executive Board with regard to the 1971 election.
33	See copy of Memorandum attached hereto and marked Exhibit "A"
56	Article V, Section 9 of the Constitution of the IOMM&P provides for the use of an independent mailing service, designated by the impartial balloting agency, for the distribution of campaign literature by any candidate.
70	No additional magazine-form issues of the "Masters, Mates and Pilots" publication have been published since the one mentioned on page 66 of the deposition transcript and there marked Exhibit "B". (Vol. 1 No. 2: August, 1971)

Dep. Page Number	Response
87	The total cost of preparation and distribution of Vol. 1 No. 2 of the"Masters, Mate and Pilot" was "14,421.87. The IOMM&P paid $9429.75 of this total. This is a percentage of 65.385.
105	A numerical breakdown of Capt. O'Callaghan's days spent in NYC and elsewhere during August 1971 is included in Exhibit "F" attached to Part One of "Defendant's additional Responses to Demands for Information made by the Plaintiff during the Deposition of Thomas F. O'Callaghan."
118-119	A breakdown of the $48,000 election expense is included as Exhibit "D" attached to "Defendant's Additional Responses to demands for Information made by Plaintiff during the Deposition of Robert J. Lowen."
136	See Page 3 of and Exhibit "M" attached to Part One of the Addenda to the Deposition of Capt. T.F. O'Callaghan.

EXHIBIT "A"

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

LLOYD W. SHELDON, et al., each of them individually, etc.,

Plaintiffs,

70 Civ. 1279

-against-

THOMAS F. O'CALLAGHAN, as President, Etc.,

Defendant.

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DEFENDANT'S PRE-TRIAL MEMORANDUM

(a) Plaintiffs allege that this is a suit brought by union members challenging the validity of a "new" constitution adopted by their union in a mail referendum. Plaintiffs seek to have the "new" constitution set aside and declared null, and to have the "old" (or pre-existing) constitution of their union declared still in effect, they seek an injunction to that effect.

Defendants contend that this court is without jurisdiction to determine any of the allegations set forth in Plaintiff's complaint.

(b) There is no dispute as to the following relevant and material facts:

The International Organization of Masters, Mates and

Pilots (hereinafter ORGANIZATION) is a national union of ships deck officers, including ship captains and ship pilots. It is made up of various Offshore, Inland and Pilot Locals.[1]

There are three International officials - the International President, the International Vice President and the International Secretary-Treasurer and these three International officials have been named herein as defendants.

The plaintiffs are each members of the New York Offshore Local which was known as Local 88 of the International Organization. The plaintiffs have been active politically within the Union for some years. Plaintiff Sheldon has served as the International President of the ORGANIZATION. The plaintiffs Soto, Hayes and Sohnen have actively sought International and Local Offices in the past years but have not been elected.

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1) The members of the Offshore Locals are seagoing ships officers, sailing aboard Atlantic, Gulf and West Coast American Flag oceangoing vessels. The members of the Inland Locals are, almost entirely, ships officers on vessels sailing the inland rivers, bays and sounds of the United States. The members of the Pilot Locals are employed, in the main, as ship pilots aboard American and foreign flag oceangoing vessels in the waters for which they are licensed. Other members are employed as ship pilots aboard vessels sailing the inland rivers, bays and sounds of the United States.

The plaintiffs bring their actions "individually and on behalf of all other members". However, the Local 88 Executive Board has refused to join the plaintiffs in their action. The plaintiffs claim of membership representation, is apparently based on a vote involving a hundred members[2] or less at a membership meeting in February, 1970.

The new International Constitution which was adopted in June, 1970 and became effective in October, 1970, basically changes the ORGANIZATION's structure, and also provides an increase in revenue, i.e. dues, per capita, reinstatement fees, etc.

Structurally, it provides for the formation of divisions: an Offshore Division, an Inland Division and a Pilot Division.

The new Constitution did not suddenly happen. Changing the International structure had been the subject of membership discussion for many years. The events that directly led up to the new Constitution and Offshore By-Laws took place over a span of more than these past three years.

In March of 1968, a Constitutional Advisory Committee[3]

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2) The membership of former Local 88 is in excess of two thousand members.

3) This Committee was authorized by prior International Executive Committee action, and was appointed by the plaintiff Sheldon, who was then the International President.

met for the purpose of recommending a new Constitution which would provide for consolidation. The March 1963 issue of the International newspaper (THE MASTER, MATE & PILOT)[4] headlined the recommendation of the Constitution Advisory Group and the entire back page was used to reprint the recommendation which was as follows:

AUTOMATION, government indifference and neglect represent a clear and present danger to the membership which threatens the future of the IOMM&P to survive as an effective force on behalf of the membership.

These factors — plus many others — endanger the jobs, pensions, welfare and other hard-won benefits and conditions that the offshore membership now enjoys.

Clearly, it is essential to positively and effectively respond to these threats as swiftly as practical toward the following crucial objectives:

- A single Offshore Division, consolidating all offshore Locals
- Uniform national agreements for the Offshore Division
- Uniform national shipping procedures for the Offshore Division
- Effective representation for the Offshore Division
- Guaranteed pensions under uniform pension rules under a consolidated Pension Plan for the Offshore Division
- Improved communication between all MM&P Officials

* * *

It is the intent of this Committee that these recommendations be presented to the 58th Biennial Convention in New Orleans, commencing April 24, 1963. If the elected delegates approve, the membership must ratify the resulting Constitutional changes in a 90-day secret mail referendum.

If so ratified, a Constitutional Convention shall be convened to implement the will of the membership. It shall be the task of the Constitutional Convention to rewrite the Constitution, embodying these progressive improvements.

4) The International newspaper is mailed to each member's home address; a supply is sent to each ship and each Local Office; a supply is also sent to the various overseas recreation centers.

The re-drafted Constitution will then be submitted to the membership for ratification in another 90-day secret mail referendum. In this way, each member is guaranteed the widest possible voice and vote in protecting his future.

These basic recommendations are primarily designed to eliminate the most immediate threats to the largest number of members — the offshore men. Ample provision has been made, however, for the similar consolidation of Inland and Pilot units, respectively.

The recommendations are designed so that it will be possible, ultimately, for all of IOMM&P to be consolidated into three basic groups: the Offshore Division, the Inland Division, and the Pilot Division — if that be the will of the membership.

The Constitutional Advisory Committee recommends that the existing Locals of the International Organization of Masters, Mates and Pilots be consolidated into three Divisions:

International Organization of Masters, Mates and Pilots — Offshore Division
International Organization of Masters, Mates and Pilots — Inland Division
International Organization of Masters, Mates and Pilots — Pilot Divsion.

Offshore Division — General Structure

1. Composition

All Offshore Locals of the International Organization of Masters, Mates and Pilots shall consolidate into a Division which shall be referred to as the International Organization of Masters, Mates and Pilots —Offshore Division.

2 Eligibility for Membership

All personnel presently eligible for membership in any Offshore Local shall be eligible for membership in the International Organization of Masters, Mates and Pilots — Offshore Division. Further, nonsupervsory personnel in certain categories shall likewise be eligible for membership in th International Organization of Masters, Mates and Pilots — Offshore Division.

3. Port Representation

The intention is to maintain the same operating structure presently existing in each Offshore port. Only the titles of the officials in each port must be revised.

There shall be no reduction of any existing staff or existing benefits in any port. By staff is meant all personnel employed in the operation of any Local including attorneys, accountants, etc.

Classification of Ports

Offshore Ports shall be classified on the basis of requirements of service to the membership. Initial Port classifications shall not be downgraded for a minimum period of two years following the consolidation of the Locals but may be upgraded by action of the International Subcommittee based upon increased service requirements to the membership.

Example of revised Local structure:

Present Title	Revised
President	Port Agent
Executive Vice President or Secretary-Treasurer	Executive Assistant Port Agent
*Dispatcher	Assistant Port Agent
Patrolman	Assistant Port Agent
Branch Representative	Port Agent or Field Agent

The above type of redesignation of Local Port Officials should be equally applicable to every existing Offshore Local.

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*Exception — Designation of Dispatcher will be retained where such Dispatcher is not a member of the Organization.

4. Election of Port Agents

(a) Initially, all elections for the various classifications of Port Officials shall be governed by the existing procedures of the respective Offshore Locals in effect at the time of the consolidation of the Locals.

(b) Candidates for elections to the respective Port Official offices shall be restricted to the members of record of the Local as of the date of the consolidation of the Locals for the first election following such consolidation.

(c) Nominations for such elected Officials shall be restricted to the members of record of the Local as of the date of the consolidation of the Locals for the first election following such consolidation.

(d) Voting for such elected officials shall be restricted to the members of record of the Local as of the date of the consolidation of the Locals for the first election following such consolidation. (NOTE: Although the intention was to restrict the voting in the initial election of respective Port Officials to those who were members of record at the time of the consolidation of the Locals, provision must be made on the voting rights of new members coming in after the consolidation of the Locals and prior to any election — unless the International Constitution is amended to change Probationary Members to Applicants.)

(e) Field Agents — Initially, Field Agents is designated to cover members presently representing the Organization in outports of Locals. For the time being, such Field Agents shall be designated in the same fashion as provided under the existing procedures of any Local which so employs them.

5. Negotiating Committee

Initially, the respective Negotiating Committees as presently constituted on the Atlantic and Gulf Coast and on the West Coast shall be maintained.

The objective of one uniform collective bargaining agreement for all Offshore Locals could require either separate or joint negotiations with the respective shipowner groups.

(Reminder — check voting power and ratification procedures.)

6. National Port Council

The National Port Council shall consist of the elected Port Agents from each Port designated by the International Subcommittee. Such Port Council shall serve as an Advisory Committee to the International Subcommittee on Offshore matters and shall be subject to the call of the International Subcommittee.

7. Assets of Local

The assets of any Local shall remain for the benefit of those members of record of that Local as of the date of consolidation of the Locals.

8. Liabilities of Local

Discuss with Counsel.

International Subcommittee

Composition

International Vice President

International Secretary-Treasurer

International Vice President, Offshore Division
West Coast

International Vice President, Offshore Division
Atlantic Coast

International Vice President, Offshore Division
Gulf Coast

ADVISORY

International Representative — Inland

International Representative — Pilots

There would be an International Vice President — Pilots, when those Locals consolidate. [illegible] would be to the consolidation of [illegible]

When such consolidation into Division [illegible]

International Vice President — Inland

International Vice President — Pilots

members of the International Subcommittee shall be elected in the same manner as [illegible] Officers.

At the Convention, the delegates from [illegible] Locals shall designate their choice of [illegible] Representative — Inland and [illegible]

Pilot Locale shall designate their choice [illegible] tional Representative — Pilots. These [illegible] be confirmed by Convention vote.

With regard to the International Vice President for West Coast, Atlantic Coast and Gulf Coast, the recommendation was not to sectionalize such International Vice Presidents permanently but rather to think in terms of their expertise with regard to the affairs of those particular areas.

Regular meetings of the International Subcommittee should be required with the question of frequency to be decided.

Initially, candidates for the Office of International Vice President from the Offshore Division, Atlantic Coast, Gulf Coast and West Coast, shall be restricted to those eligible members who were members of Offshore Locals from the respective areas prior to the consolidation of the Offshore Locals.

Inland Locals

1. The complexities of consolidating the present Inland Locals into a Division at this time must be resolved. This Committee can make no further recommendations at this time of a specific nature but strongly urges that the Inland Locals consolidate along the same general lines as the Offshore Locals, taking into account whatever special problems they have.

2. (a) The inland members of Offshore Locals remain part of the Offshore Division until such time as orderly transition can be arranged.

(b) The offshore members of Inland Locals remain part of the Inland Locals until such time as an orderly transition can be arranged.

Pilot Locals

Local 100 was created by the action of the International Executive Committee and the 57th Biennial Convention held in Portland, Oregon in June 1968, as an instrument under which the various State Pilot Locals could consolidate into one. Again, the Committee recommends that the Pilot Locals consolidate along the same general lines as the Offshore Locals, taking into account whatever special problems they have.

Conventions

To be referred to Convention.

March 4, 1968

by:

/s/ R. E. Durkin, Local 90
/s/ J. B. Gaier, Local 88
/s/ R. R. Johnson, Local 47
/s/ R. L. Jones, Local 20
/s/ S. K. Sprada, Local 100
/s/ H. M. Stegall, Local 15
/s/ M. Weinstein, Local 14
/s/ L. W. Sheldon, Intl President
/s/ T. F. O'Callaghan, Intl Secy-Treasurer
/s/ C. M. Crooks, Intl 1st VP
Constitutional Advisory Committee

The Advisory Committee recommendation was placed before the International Convention which met in May of 1968. After debate of the Resolution, the Convention could agree only upon placing the broad outline of the recommendation before the ORGANIZATION's membership for an advisory vote. It was placed on the 1968 International Election Ballot in the form of "Proposition A" and read as follows:

"PROPOSITION A

Consolidation of the Locals

Are you in favor, in principle, of a consolidation of the Locals of the International Organization of Masters, Mates and Pilots along the following lines:

1. Offshore Division - All Offshore Locals
2. Inland Division - All Inland Locals
3. Pilot Division - All Pilot Locals
4. Government Employees' Division

If the answer to the above is "Yes", a Constitutional Convention shall be called in accordance with the provisions of the International Constitution to implement the will of the membership.

YES _____ NO _____

_____ _____

Responding to a 5-2 affirmative vote of the ORGANIZATION's membership, the December 1968 International Executive Board voted to convene a Constitutional Convention in Atlantic City in September of 1969. At this Constitutional Convention, the delegates moved another step toward consolidation. They set forth specific constitutional amendments and also drew up the text of a proposed Offshore Division. These were set

forth verbatim in the International newspaper and were as follows:

3d Constitutional Convention

ATLANTIC CITY, NJ, Sept 26 — Following is the complete text of the Recommendations of the Third Constitutional Convention of the IGMM&P unanimously adopted here today.

OFFSHORE DIVISION

Preamble

This recommendation is the implementation of the recommendation of the Constitutional Advisory Committee adopted at the meeting of such Committee in Puerto Rico and the results of the International referendum conducted in 1968.

The consensus of the Constitution Committee of the Offshore Division is that a more specific structural outline should be drafted and when such proposed revised structure has been adopted by this Constitutional Convention, that this Constitutional Convention would then recess to be reconvened in January 1970 at a date and place to be decided upon by this Constitutional Convention.

The purpose of this recess is to allow the delegations from the Locals to report back to the membership of the respective Locals as to the proposed structural revision.

Upon reconvening of this Convention in January 1970, the specific Constitutional amendments shall be drafted and submitted to the membership on a 90-day referendum.

The regular Biennial Convention has been scheduled for April 8, 1970 in the Republic of Panama. It is the recommendation of this Committee that the Biennial Convention be re-scheduled as to site and/or date in accordance with the provisions of Article IX, Section 1 of the International Constitution and that those members of the International Executive Committee present at this Convention commit themselves here and now to cause a poll to be taken of all Locals as to the change of site and/or date of the Biennial Convention and agree to so vote at the next International Executive Committee meeting which must be held prior to December 31, 1969.

It is obvious that no good purpose could be served by holding a Biennial Convention during the course of a 90-day referendum to determine the membership's will as to the proposed revised structure of the Organization.

Should the will of the membership dictate that the proposed revised structure of the Organization has merit, the following recommendations are made to put

to the terms of office of the International Officials and the Offshore Division Officials:

1. A. Amend International Constitution to delete run-off provision for the election of International Officers.

B. That a simultaneous election of International Officials (International President, International First Vice President, International Secretary-Treasurer) and Offshore Division Officials, for a three-year term of office, shall be conducted in 1971.

Amend International Constitution to provide for nominations of International Officials and Local Port Officials the first week in June 1971; reasonable acceptance period; ballots to be mailed out and voting to commence no later than September 1, 1971; 90-day voting period; ballots to be counted first week December 1971.

2. A. The International Constitution shall be amended to delete the requirement of past office-holding in order to be able to run for International Office.

B. The International Constitution shall be amended to provide that a four-year period of membership instead of a five-year period of membership shall be the requirement for eligibility for International Office.

C. The International Constitution shall be amended to provide nomination by petition of fifty (50) members instead of the present requirement of one hundred (100) members.

3. Except as specifically provided by Convention action and membership referendum, the existing procedures of the respective Offshore Locals in effect at the time of consolidation of Locals shall be followed.

4. A. Candidates for elections to the respective Port Official offices shall be restricted to the members of record of the Local as of the date of the consolidation of the Locals for the first election following such consolidation.

B. Nominations for such elected Officials shall be restricted to the members of record of the Local as of the date of the consolidation of the Locals, for the first election following such consolidation.

BEST COPY AVAILABLE

C. Voting for such elected officials shall be restricted to the members of record of the Local as of the date of the consolidation of the Locals for the first election following such consolidation. (NOTE: Although the intention was to restrict the voting in the initial election of respective Port Officials to those who were members of record at the time of the consolidation of the Locals, provision must be made on the voting rights of new members coming in after the consolidation of the Locals and prior to any election — unless the International Constitution is amended to change Probationary Members to Applicants.)

D. Field Agents — Initially, Field Agents is designated to cover members presently representing the Organization in outports of Locals. For the time being, such Field Agents shall be designated in the same fashion as provided under the existing procedures of any Local which so employs them.

There shall be no reduction of any existing staff or existing benefits in any Port. By staff is meant all personnel employyed in the operation of any Local including attorneys, accountants, etc.

6. Classification of Ports

Offshore Ports shall be classified on the basis of requirements of service to the membership. Initial Port classifications shall not be downgraded for a minimum period of two years following the consolidation of the Locals but may be upgraded by action of the International Subcommittee based upon increased service requirements to the membership.

Example of revised Local structure:

Present Title	Revised
President	Port Agent
Executive Vice President or Secretary-Treasurer	Port Agent
Dispatcher*	Assistant Port Agent
Patrolman or Deputy	Assistant Port Agent
Branch Representative	Port Agent or Field Agent

The above type of redesignation of Local Port Officials should be equally applicable to every existing Offshore Local.

* Exception — Designation of Dispatcher will be retained where such Dispatcher is not a member of the Organization.

7. That for the transitional term of office there shall be three Vice-Presidents of the Offshore Division (Offshore Vice-President — Atlantic Coast; Offshore Vice-President — Gulf Coast; Offshore Vice-President — Pacific Coast) designated by action of this Convention. For all elective terms of office subsequent to the transitional term, Offshore Division Vice-Presidents shall be elected by a membership referendum of the Offshore Division.

Money

1. All initiation fees and dues for the Offshore Division shall be remitted to the International Office and the International Office pays all expenses for the Offshore Division. It is understood that adequate time will be allowed for Locals to clean up their monetary affairs and that the remission of monies from the Locals to the International Organization shall not commence prior to January 1, 1972.

2. The number of personnel, the level of services, and the individual port facilities in existence at the time of consolidation shall be maintained. (This includes the right to continue the publication of any Local newspaper or newsletter.)

3. Local assets remain with the Local.

4. The International shall establish and maintain a revolving fund in each Port where such has been the practice. The level at which the revolving fund must be maintained in what is now the Local Headquarters port shall be sufficient to cover the following: The equivalent of not less than three months' salaries and sufficient funds to pay incidental expenses. Salary checks shall be issued through the office of the Port Agent (present Executive Officer of the Local) and shall be issued in accordance with the past practice of the Local on a weekly, semi-monthly, or monthly basis.

5. Unless otherwise determined by the membership of the Local, the present location of any building owned by a Local shall remain in the same location. The International shall pay adequate rental to the owning "corporation" to cover the operating expenses of the building for the space occupied by the Organization. International shall assume existing leases, leaseholds and contracts.

The following is the suggested allocation of the primary segments of the Offshore Division to the International Executive Committee:

INTERNATIONAL EXECUTIVE COMMITTEE

1. Offshore Division:
   International President
   International Vice President
   International Secretary-Treasurer
   Offshore Vice-President — Atlantic Coast
   Offshore Vice-President — Gulf Coast
   Offshore Vice-President — Pacific Coast
   Pro Rata share of offshore per capita vote.
*2. Inland Locals:
   Same as at present with appropriate per capita vote.
*3. Pilot Locals:
   Same as at present with appropriate per capita vote.
4. Government Employees' Division

*The Offshore Division Committee has no knowledge of progress made by the Inland Division Committee or the Pilot Division Committee, thus the composition of the International Executive Committee is subject to change depending on such progress.

OFFSHORE DIVISION EXECUTIVE COUNCIL

International President
International First Vice President
International Secretary-Treasurer
Offshore Vice-President — Atlantic Coast
Offshore Vice-President — Gulf Coast
Offshore Vice-President — Pacific Coast
Port Agents from the following Ports:

Atlantic Coast — Encompassing area from the Canadian-Maine border to an including Savannah, Georgia. The Ports in this area are:

Boston
Providence
New York
Philadelphia
Baltimore
Norfolk
Savannah
Puerto Rico

Gulf Coast — From south of Savannah to Mexican border including Brownsville, Texas. The ports in this area are:

Jacksonville
South East Florida
(Hollywood)
Tampa
Mobile
New Orleans
Galveston
Houston
Port Arthur

Pacific Coast — From Mexican border to Canadian border, including Alaska, Hawaiian Islands and the Philippines.

Wilmington, California
San Francisco
Portland
Seattle

NOTE: 1. Above is suggested list and is certainly open to revision.

2. The Committee requests suggestions with regard to voting, bearing in mind that this is the Offshore Division Executive Council and not the International Executive Committee. The Committee recommends, however, that the one-man, one-vote concept is probably not appropriate in this situation.

OFFICERS OF THE OFFSHORE DIVISION

1. International President
2. International Vice President
3. International Secretary-Treasurer
4. The New York Port Agent shall be the Atlantic Coast Vice President
5. The ..... Port Agent shall be the Gulf Coast Vice President
6. The San Francisco Port Agent shall be the Pacific Coast Vice President.

* Locals 24, 4, 11, 20 to advise the Convention as to which Port Agent shall be designated as the Gulf Coast Vice-President for the initial period of transition.

OFFSHORE NEGOTIATING COMMITTEE

1. One Negotiating Committee for all contracts — Atlantic and Gulf and West Coast.
2. International President, or his designee, is Chairman of the Committee. For Local area agreements, the International President can designate the Committee.
3. Composition —
   - International President
   - International First Vice President
   - International Secretary-Treasurer
   - Offshore Vice-President — Atlantic Coast
   - Offshore Vice-President — Gulf Coast
   - Offshore Vice-President — Pacific Coast
   - Port Agents of major A&G and Pacific Coast ports (ports to be specifically named) and one elected rank and file representative from each of such ports.
4. One man, one vote.

(NOTE: Designate the ports under Item 3.)

GOVERNMENT EMPLOYEES' DIVISION

1. A. The Government Employees' Division shall be composed of all members of the Organization employed by the U.S. Government, its agencies, Departments, and other functions, and members employed similarly by State, municipal and local governments.

B. The Division shall be composed of the Northern Department and the Southern Department.
1. The Northern Department shall consist of:
a. Offshore Group — Offshore Government vessel personnel
b. Pilot Group — Navy Yard Pilots
c. Floating Equipment Group — All others.
2. The Southern Department shall consist of:
a. Canal Pilot Group — CZPA
b. Canal Towboat Group — Local #21.

2. A. The Division shall be under the direction of a Director who shall function as the Executive Officer of the Division. The Director shall be equal in rank to a Vice President of the Organization. The Director shall be a member of the International Executive Committee.

B. The Director is empowered to appoint staff members [illegible] Northern and Southern Departments.

C. The office of the Division shall be located in Washington, D. C.

3. A. Dues
1. Northern Department
The dues of members in the Northern Department shall be paid directly to the International Office. The dues of members of the Northern Department shall provide for maintenance [illegible] as Offshore Division.
b. Pilot Group — same as Inland Division.
c. Floating Equipment Group — same as Inland Division.
2. Southern Department
a. Dues of Southern Department members shall be paid directly to their associations. The associations shall remit to the Division $15.00 per man per quarter.

B. 1. No initiation fee shall be payable upon joining the Organization through a department of this Division unless the Organization has an exclusive bargaining contract with the employing agency, unless specifically prohibited by law.
2. Members joining groups of this Division shall retain group shipping status and retirement benefits accrued in other Divisions. Members transferring to other divisions who joined the Organization through this division shall be liable for initiation fee as if joining other Divisions as new members.

4. Officers of the Division
1. The executive officer of the Division shall be the Director. The Director shall be selected for the transition period in the same manner as the three Vice-Presidents of the Offshore Division, with the approval of the Executive Board of the Division, and elected for subsequent terms by referendum ballot by members of the Division eligible to vote. The initial or transitional terms shall expire December 31, 1974 and subsequent terms shall be for four years.

2. The Executive Board of the Division shall be composed of one member from each of the five groups. Executive Board members shall be elected from within their groups by referendum ballots.

1. The Government Employees' Division shall contain all officers, inland and pilot personnel that are employed by the U.S. Government. Personnel in the division that are presently under the MM&P Retirement Plan shall continue in this.

2, 3. The Division shall be headed by a director and his position on the International Executive Committee shall be the same as and equal to that of an Offshore Division Director. He shall also be a member of the International Executive Committee.

4. The Northern Department shall consist of the Federal Inland Pilots group consisting of barge, dredge, and tug personnel in the United States or territories; the Navy Yard Pilot Group consisting of Civilian Pilots employed by the Department of the Navy and located at Naval Yards and Bases in the U.S. or its territories or bases; and the Offshore Vessel Personnel group consisting of personnel employed upon offshore government vessels. These three groups, due to their geographical locations and inability to function as a basic group shall be serviced by the Division.

5. The Southern Department shall consist of the Canal Zone Pilots and the Canal Zone Local 27 of Tugmasters and Floating Equipment, that are employed by the Panama Canal Company and in turn under the jurisdiction of the Army Department.

[A diagramatic table of organization of the Government Employees' Division has been omitted in this presentation.]

INLAND DIVISION

The following proposals are recommended to the Convention for adoption:

1. For the purpose of Divisions, Local 1, 4, 5, 14, 20, 24, AMW 5 and AMW 8 will comprise the East and Gulf Coast Division; Local 47 the Lakes and Rivers Division; and Locals 6, 17, 18, 40 and AMW 17 the West Coast Division.

2. By definition, members of the Inland Division would include those Pilots working on their federal license.

AMW Locals to be included within Inland Division

3. Election of port officials and/or delegates shall be by membership of record in that area or port on a secret referendum ballot and shall be limited to Inland Division members only.

4. To effect a merger of all Inland Locals, three Vice Presidents shall be elected, one from the East and Gulf Coasts, one from the Lakes and Rivers, and one from the West Coast. These shall be elected by the Executive Officer and/or delegates of each Local in Convention assembled, who are concerned in the aforementioned Divisions.

With the development of the Inland Division Plan, it is anticipated that the Vice Presidents of the individual Divisions may be consolidated to provide one Vice President to head an overall Inland Division, such Vice President would be elected by the original three Vice Presidents, current Inland Executive Officer and/or delegates in Convention assembled on a pro rata vote.

5. The minimum dues for the Inland Division shall be $80.00 per quarter, or $120.00 per year.

6. If the Vice President is called away from his Local area to perform work in his Division, his Local shall be reimbursed for salary during his absence by the International.

7. Expenses incurred by the Vice President in organizing, negotiating, or performing official duties in any area shall be reimbursed by the International. No Division shall receive financial assistance to exceed fifty (50) percent of International Dues paid to the International Secretary-Treasurer during the preceding year for any purpose whatsoever.

Adopted September 22, 1969
Third Constitutional Convention
Atlantic City, New Jersey

The Constitutional Convention reconvened about four months later in New Orleans and after weeks of effort finally approved for submission to the membership, the new International Constitution and Offshore By-Laws. Shortly after the close of the Convention, a mimeographed copy of the Constitution and By-Laws was distributed by the International to the various Locals.

Also, the March 1970 issue of the International newspaper reproduced in full the text of the "new" Constitution and Offshore By-Laws. A copy of that issue of the International newspaper has been affixed to the affidavit of Thomas F. O'Callaghan dated August 18, 1970, one of the prior papers in this case, which newspaper issue is incorporated herein by reference.

Also, in February of 1970, the three International officials mailed the following letter to each member of the International Organization:

"February 23, 1970

Dear Sir and Brother:

When the International Officers were running for election to the offices that they now hold, they promised that if elected one of their goals would be the consolidation of the Locals to strengthen the Organization. It is with a sense of great pride and accomplishment that we can announce that in the near future a proposed Constitution for the entire Union and the Offshore Division By-Laws will be mailed to the membership for a ninety-day secret referendum vote. This was accomplished by the hard work and fullest cooperation of your elected delegates to the Constitutional Convention held in Atlantic City and New Orleans.

Of the forty-one registered delegates elected to the Convention, thirty-four voted to recommend the Constitution to the membership. Those delegates who expressed dissent were in favor of ninety-five percent of the document. An annual Convention will be held the next several years and any amendments can be made in the interest of the membership.

While drawing up the Constitution, your Convention delegates held the following to be of major importance:

1. JOB SECURITY 2. UNION DEMOCRACY AND DEMOCRATIC SAFEGUARDS
3. UNITY AND STRENGTH OF STRUCTURE 4. PROTECTION OF MEMBERSHIP ASSETS.

1. JOB SECURITY

* Closing of membership rolls until a reasonable membership/job relationship exists

* Preparation for new technology through a national professional training and development program. The finest training program in the world is being planned

* Priority for MEMBERS in job selection

* Protection up the career ladder from Offshore to Inland to Shoreside Divisions and priority to MEMBERS in transferring from one Division to another

2. UNION DEMOCRACY AND DEMOCRATIC SAFEGUARDS

* Rights of membership to circulate petitions and

publish and distribute literature

* Liberalization of qualification for elective office

* Members' access to newspaper for publication of points of view

* AAnnual Conventions until new structure is fully operative

* Reduction of terms of elective office (The International Officers agreed to cut one year off our present term)

* Requirement for secret mail referendum controlled by an impartial agency for all important matters including changes in By-Laws, dues, election of officers

* Detailed procedure to protect against improper discipline against any member

* Liberalization of provisions for nomination for office by petition

* Provision for an adequate method for recall and removal of officers for breach of trust and other serious offenses

3. UNITY AND STRENGTH OF STRUCTURE

* Securing and guaranteeing of pension and welfare rights under a national pension and welfare plan

* Pooling the talents and resources of the Organization to improve existing bargaining agreements and to expand job opportunities through organizing

4. PROTECTION OF MEMBERS' ASSETS

* Disposition of assets of Locals to be acted upon only by the membership of the Local

* Traditional services, benefits and privileges to members in various Ports to be continued

The dues for the Offshore Division calls for an increase. Inland dues remain the same. For the past several years the initiation fees have paid over thirty-five percent of the International expenses. Income from initiations will cease until the membership/job ratio is realized. The necessity of a dues increase is obvious.

The above are the high points of our new Constitution and our Offshore Division By-Laws.

We now have the vehicle to make our Union all that it should be. Your International Officers join your Constitutional Convention in urging you to vote a YES to secure our jobs, our pensions and welfare, and our Union.

Fraternally yours,

/s/	/s/	/s/
Thomas F. O'Callaghan	William H. Caldwell	Charles M. Crooks
International President	International First Vice President	International Secretary-Treasurer

On March 11th, 1970, the ninety day secret mail referendum balloting began. Enclosed with the ballots sent to Offshore Locals' membership were two printed booklets - the new International Constitution and the Offshore By-Laws. The Inland and Pilot membership were sent only the new International Constitution printed booklet since they do not vote on Offshore By-Laws. Attached hereto is a "new" International Constitution and Offshore By-Laws booklets.

Copies not now available.

1151a

In May 1970, the International newspaper contained the O'Callaghan article about which the plaintiffs bitterly complained. This article read as follows:

"THE FACT FORUM - KEEPING MM&P's GADFLYS HONEST

As we approach the mid-point in the 90 days of secret mail balloting for the new International Constitution and Offshore Division By-Laws, I'm very encouraged by the cables, wires and letters received from Brothers at sea and ashore. It indicates the members' great interest in the future of their Union, which is what the voting is really all about.

In addition to the usual negative literature published by MM&P's well-known little band of defeated candidates. (or as they would say, "rejected" candidates), the garbage merchants are also diligently at work, spreading their venomous hate sheets. The latter junk mail is the product of enemies outside of MM&P whose stock in trade is lies, personal smears and other devices of the hate monger. A powerful MM&P is clearly not in the interest of these outsiders.

MM&P's own "gadflys" have raised certain allegations in opposition to the consolidation. This is their right - and will continue to be their right under the new Constitution, when it is voted up by the membership.

I believe it would serve a constructive purpose to reply to the gadfly's allegations to set the record straight and to keep them honest. Some of our more adept writers sometimes get carried away with themselves to the point where effect is substituted for the facts.

Here, then, are the FACTS, which are fully documented, in reply to some of the allegations, presented in a simultaneous forum:

ALLEGATION: The text of the International Constitution adopted by the Third Constitutional Convention was kept secret from you until a few days before the referendum was to begin.

This is false on several counts:

1. Each delegate (usually the executive officer of a Local) had a finished copy of the new Constitution by Feb-

ruary 1, following its adoption. Moreover, copies of the Offshore Division By-Laws was mailed to each Local on February 12 - a month before the referendum.

2. Each Local and every Convention delegate was furnished a complete, clean typed copy of the International Constitution on February 13, plus the verbatim transcript of the Third Constitutional Convention Proceedings.

3. Several Locals reproduced these documents for the brothers' inspection in the hall. This was the case in Local 90, for example, which duplicated these documents in quantity for its members at quite an expense. (Other Locals, in timely newsletters to their members, summarized the key points of the Constitution and By-Laws.)

4. The complete text of both the new Constitution and Offshore Division By-Laws was carried in the MASTER, MATE & PILOT, which was mailed six days prior to balloting. (Local 88 went through the expense of duplicating the International's effort in its LOCAL 88 BULLETIN, copies of which were circulated nearly 10 days in advance of the balloting.)

5. The vote is for 90 days in accordance with the provisions of the present Constitution. Each ballot contains the complete text of the new Constitution (and, for Offshore Local members, the complete text of the Offshore Division By-Laws). 90 days should be sufficient time to study and vote on these important documents.

* * * * * *

ALLEGATION: Individual members or committees seeking to communicate their thinking, were denied access to the International's membership lists and mailing facilities.

Postively true in all respects. The same would be true if the Attorney General of the United States himself asked for those lists. He'd have to get a court order to compel the International to turn over those lists (and even then he'd have to wait while we appealed any such court order). This was always the policy of the Union.

Such lists, if compromised, could be peddled to insurance and mutual fund companies, for example, for a small fortune. They would be a powerful weapon in the hands of other hostile unions.

* * * * * *

ALLEGATION: The new Constitution destroys all Local unions.

True. This is what the overwhelming vote of the Convention delegates was all about. It's also what the membership itself has expressed twice in five years in mandating MM&P's national and Local leaders to consolidate the union into a meaningful and efficient national structure.

To tear down or do away with - to "destroy" - is a negative act taken by itself. But where the membership is offered the constructive alternative of a re-structuring through consolidation, "destroy" takes on a different meaning.

* * * * * *

ALLEGATION: The new Constitution raises Offshore Division dues to $300 a year.

True again. Local 20 members are already paying as much, for one. For another, MEBA and ARA members pay nearly as much, while other sea unions are close to that. All of your Local and national officers have heard the me-too gripes for years: how come this union or that union "gets the job done" and we don't? The answer is simple: You get what you pay (and vote) for.

There's no point in voting FOR the Constitution and Offshore By-Laws if you object to $300 annual offshore dues. The same is true for the salary levels of your national and division officers. Today we're in a new ball game with new rules. Not too many years back, all a good trade union really needed was a sharp "mouthpiece" in court to bail it out of the occasionally questionable things it had to do merely to survive.

Today that's passe. Nowadays unions employ top flight statisticians and actuaries to watch and advise on trends and best-dollar costs of welfare and pension protection for members and their dependents. Also, there is no national union of any scope that doesn't have a research staff that over-views the economic, legislative, scientific trends nationally and worldwide that impact on its industry.

And what of accountants, bookkeepers, secretaries and the like, who process the daily business of a national union's headquarters: collecting and posting dues and issuing receipts; the endless correspondence with members, other unions, House and Senate members, the Coast Guard, etc.?

Make no mistake about it; unions are big operations today. They have to be. Without the funds to support an

efficient, first-rate operation, MM&P is doomed to stagnate and die . . . and it won't take long at all.

When the membership rolls are closed October 1 until a 1.5 man/job ratio is attained, all initiation fee payments will cease. It is these payments from new members that range from $1,000 to $3,000 that provide a very large portion of the operating revenue for the International and the Locals. That's why a $300 dues rate is needed.

* * * * * *

ALLEGATION: The current referendum is a rigged plebiscite, manipulated by the officials who are eager to ram through this new Constitution.

Fact #1. The Convention delegates themselves selected the nationwide impartial balloting agency, and the vote's being conducted by their rules. The firm conducting the secret balloting has as its accounts, the U. S. Treasury Dept. and the N. Y. State Comptroller's Office.

Fact #2. No one is ramming through anything. The original Call for the Third Constitutional Convention was for Atlantic City on September 22, 1969. After meeting for close to a week in Convention Committees, some rough outline of the Union's goals in this consolidation became clear. It was equally clear that each and every delegate, including the national officers, was anxious to have the FULLEST participation of the membership in guiding this crucial move.

So the Third Constitutional Convention was recessed (not adjourned) so that your Local officials could go back to their members and acquaint them with the mood and thinking of the Convention and ask for their views.

The International, meanwhile, took the sense of the delegates' committee deliberations and set them down in a draft Constitution, a huge and complex, time-consuming task. A week before the Third Constitutional Convention was re-convened in New Orleans on January 26, 1970, that draft document was literally taken apart by a subcommittee representing offshore, inland, pilot and A&W Locals.

When the Constitutional Convention opened again on January 26, delegates had a nearly thoroughly revised draft to consider, the product of the thinking of that representative group from all sectors of MM&P.

The Convention itself wrote and re-wrote the document

until what finally emerged was a new Constitution overwhelmingly adopted by all but one Offshore, one Pilot and the Great Lakes Local.

After all of this, it's an insult to the brothers' intelligence to claim that anyone "rammed" through anything. The verbatim Proceedings of the Third Constitutional Convention is available at all halls and the International office for anyone to read. Even the briefest reading will discredit th the charge that the delegates "rammed through" tne Constitution.

* * * * * *

ALLEGATION: The Offshore Division, composed of all offshore Locals, would be under the control of a Hitler-type dictator.

Local 90 president Durkin summed up the response to this one. According to the verbatim record of the Proceedings, Durkin is quoted as saying, in part. "It has been said that there is too much authority being surrendered by various people to the top . . . . On this Union ship we are trying to get going and trying to get launched . . . there can only be one owner's representative, and that's the International President, because the owners of this Union are the membership. That's how simple this is to me."

It was apparently also that simple to the rest of the delegates who adopted the Constitution.

The crude reference to "a Hitler-type dictator" lacks the dignity of any response. That's gutter talk and has no place in an Officer's organization. Maybe once back in the late 50's it did, but times have changed. (The changing times - and ships and men - have left the authors of this smear technique behind . . . far behind.)

Besides, no one knows who the new International President of a hopefully consolidated and re-structured M'M&P will be come January 1, 1972. That s up to the membership, as always.

* * * * * *

I'd like to remind every brother in good standing to VOTE his conviction, no matter which way he is persuaded, but VOTE! The future survival and progress of your Union is at stake.

Voting ends at midnight, June 9. If you have neither

received nor voted your secret ballot, you may request one by writing to the Secretary of your Local."

Acting in accordance with the International Constitution, the delegates to the January 1970 New Orleans Constitutional Convention elected a Ballot Committee and also designated Lybrand, Ross Bros. & Montgomery as the independent balloting agency. Specifically, the International Constitutional provision Article XXIV, Sec. 1(c) provides as follows:

> "The ratification ballots by the membership under Sub-sections (a) and (b) of this Section shall be conducted by an impartial agency, selected by the majority vote of the International Convention or International Executive Committee, whichever the case may be. The impartial agency shall be under the general supervision of a duly elected International Ballot Committee, which Committee shall also be selected by either the International Convention or the International Executive Committee, whichever the case may be." (Emphasis added.)

The February 18th, 1970 minutes of the International Ballot Committee set forth certain rules which were adopted and include the following:

> "Ballots shall be mailed to each member on the above lists. A copy of the proposed Constitution shall be included with the ballot and a copy of the proposed By-Laws shall be included with each ballot to each member of an Offshore Local.
>
> After the member has voted, he shall place the ballot in the envelope marked "BALLOT", place this envelope in the return envelope, properly fill out the envelope, and mail. This envelope shall be mailed to the Impartial

Balloting Agency.

This agency shall be responsible for the safekeeping of all ballots, none of which shall be opened until the date set for counting. The elected Ballot Committee shall be present at the mailing and counting of ballots.

All ballots returned for lack of proper address shall be returned and entrusted in the care of the agency.

Ballots which are sent to members in care of the Local shall be kept in a safe place by the Local which shall deliver same to the member only after he shall sign a receipt for same to be sent to the Chairman of the Ballot Committee to be preserved as part of the records.

Any member who has not received a ballot may request a Duplicate Ballot by applying or writing to any M&P Hall or to the Balloting Agency for a postcard which shall contain such request. This card shall be addressed to the Balloting Agency."

The official report of the independent balloting agency, contained as an Exhibit to the O'Callaghan affidavit, and which is incorporated herein by reference, includes the following in their outline for procedures used for the conducting of the election:

"1. During an approximate two-week period prior to March 10, 1970, we received from the Office of the Secretary of the IOMMP, by Local number, lists of members' names, addresses and book numbers. These lists were segregated between offshore and inland divisions where applicable.

2. We sent the membership lists to a service bureau where punch cards of all data listed were prepared and returned to us along with the original lists.

3. The punch cards were then processed through our firm's computer and a computer listing of members and their addresses and book numbers, by Local number, was prepared along with a mailing sticker for each member.

5. We rented a special post office box and gave this address to the IOMMP to be used by their printing firm for printing of the mailing and ballot return envelopes.

6. Mailing envelopes were delivered to our office and we affixed the mailing stickers to them. The addressed envelopes were controlled by Local number through the remainder of the mailing procedure.

8. We applied postage from our postage meter to the return envelope sent with each ballot. This resulted in our New York office meter number being affixed to each return envelope and thereby providing us with control against the possible submission to us of unauthorized ballots.

9. We assigned a number of people from our professional staff to insert the required materials in each mailing envelope and instructed them as to procedures to be followed for such insertion prior to commencement of the work.

10. The mailing envelopes were prepared for mailing, sealed with postage affixed on March 10, and March 11, 1970, and mailed through the U. S. Post Office, Church Street Station on March 11, 1970. (See

13. During the three-month period following the initial mailing 205 envelopes were returned to us by the Post Office as undeliverable. We reported all such returned envelopes to the Office of the Secretary of the IOMMP and requested new addresses.

Seventeen new addresses for seventeen members were supplied to us and ballot materials were remailed to such members at such new addresses.

~~14. Also during the aforementioned three-~~

month period, we received 125 post card requests for duplicate ballots, each certifying that the number had not received the original ballot. These post cards were checked to the membership listings and if there was no indication that we had received a ballot we sent a new ballot. Six post card requests were received too late to send new ballots.

15. On June 15, 1970 we were furnished by the Office of the Secretary of the IOMTP with a final membership listing. We compared the envelopes received with such final lists and have segregated all envelopes from persons not listed thereon. ...

16. As part of this processing the postage meter number which we placed on the return envelopes was examined to assure that we processed only those envelopes which we mailed.

17. We plan to tabulate the ballots in the presence of the Ballot Committee at 1.00 P.M. on Tuesday, June 16, 1970 at the Auditors Room of the Irving Trust Company at One Wall Street, New York City."

The above report also details the procedures followed by Lybrand, Ross Bros. to assure an accurate count and these procedures were witnessed by the plaintiff Sheldon who was present for the entire count.

Defendant's Affidavit - Lowen

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

-against-

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendants.

72 Civil 5031 (CBM)

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

ROBERT J. LOWEN, being duly sworn, deposes and says:

I am the International Secretary-Treasurer of the defendant, International Organization of Masters, Mates and Pilots and I have been its Secretary-Treasurer for approximately three and one-half years.

I have read the materials submitted to this Court and represented as being"...statements and documents constituting defendant's additional responses to demands for information made by the plaintiff during the deposition of Robert J. Lowen."

Concerning the factual items recited in such materials, such data was obtained in cooperation with my office and I affirm and swear that they are true to ~~the best~~ of my information and belief.

ROBERT J. LOWEN

Sworn to before me this
4th day of November, 1974.

NOTARY PUBLIC
HARRY SEIDMAN
Notary Public, State of New York
No. 41-3537600
Certificate filed in Queens County
Commission Expires March 30, 1973

Defendant's Verification - Lowen

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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- x

JAMES D. HODGSON, Secretary of Labor,

Plaintiff,

72 Civ. 5031 (CBM)

-against-

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

- x

VERIFICATION

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

ROBERT J. LOWEN, being duly sworn, deposes and says that:

I am the International Secretary-Treasurer of the International Organization of Masters, Mates & Pilots, the defendant in the within action;

I have read the defendant's Answers to Interrogatories and I am familiar with the contents thereof;

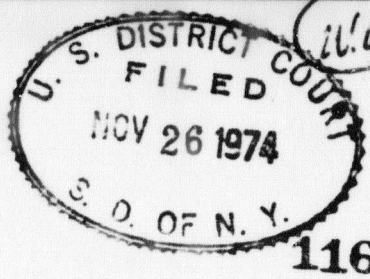
Concerning the factual items recited in said answers, such data was obtained in cooperation with my office and is true to my own knowledge, except as to those matters therein stated to be alleged on information and belief, which matters are true to the best of my information and belief.

Robert J. Lowen

SWORN to before me this
19 day of November, 1974.

Notary Public

HARRY SEIDMAN
Notary Public, State of New York
No. [illegible]
Qualified in [illegible] County
Commission Expires March 30, 1975



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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

---o0o---

ORIGINAL

JAMES D. HODGSON, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR,

Plaintiff,

vs.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

No. 72 Civil 5031 (CBM)

DEPOSITION OF

GEORGE M. TUTTLE, JR.

November 4, 1974

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I N D E X

DEPOSITION OF GEORGE M. TUTTLE, JR.

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E X H I B I T S

(Plaintiff's Exhibits):	FOR IDENT
B Campaign materials	8
B-1 Xerox copy of check in payment of Plaintiff's Exhibits B and C	18
C Campaign materials	8
D Campaign materials	8
E Campaign materials	8
E-1 Xerox copy of check in payment of Plaintiff's Exhibit E	19

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

---o0o---

JAMES D. HODGSON, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, vs. INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO, Defendant.	No. 72 Civil 5031

BE IT REMEMBERED that, pursuant to Notice and continued by Stipulation, and on Monday, November 4, 1974, commencing at the hour of 12:15 o'clock p.m. thereof, in the offices of James L. Browning, Jr., United States Attorney, 450 Golden Gate Avenue, San Francisco, California, before me, JUDITH A. BEAMER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

GEORGE M. TUTTLE, JR.,

called as a witness by the plaintiff, who, having been first duly sworn, was thereupon examined and interrogated as hereinafter set forth.

---o0o---

PAUL J. CURRAN, United States Attorney for the Southern District of New York, Foley Square, New York, New York,

represented by BOBBY C. LAWYER, Assistant United States Attorney, appeared as counsel for the plaintiff; and

LAWRENCE DRASIN, Esquire, of Kessler & Drasin, 10880 Wilshire Boulevard, Los Angeles, California, appeared as counsel for the defendant.

---oOo---

It was stipulated between counsel for the respective parties that if the witness should refuse to answer any questions propounded by counsel, it shall be deemed that the Notary Public has instructed the witness to answer, but that the witness still refused so to do.

It was further stipulated that all objections to questions propounded to said witness shall be reserved by each of the parties, save and except any objections as to the form of the questions propounded.

It was further stipulated that said deposition shall be reported by Judith A. Beamer, a Certified Shorthand Reporter and a disinterested person, and thereafter transcribed by her into typewriting to be read to or by the witness who, after making such corrections therein as are necessary, will subscribe same.

It was further stipulated if this deposition has not been signed at the time of trial, it may be used at that time with the same force and effect as though signed by the witness, provided the witness has had a reasonable opportunity to read, correct and sign the same.

EXAMINATION BY MR. LAWYER

Q. State your name, please.

A. George M. Tuttle, Jr.

Q. Please spell your name.

A. T-u-t-t-l-e.

Q. What is your residential address?

A. 2101 Pacific Avenue, Apartment 304, San Francisco, California, 94115.

Q. Do you maintain any other residential address?

A. No.

Q. What is your business address?

A. The Union is 1025 Howard Street, San Francisco, California, 94103.

Q. Is that the address for the International Organization of Masters, Mates & Pilots?

A. Offshore Division, Port of San Francisco.

Q. How long have you been a member of the Union, approximately?

A. 26th of June, 1940.

Q. Do you presently hold any title with any unit in the organization?

A. I'm the Executive Assistant Port Agent for the Port of San Francisco.

Q. What is the name of the person immediately above you?

A. Captain Orion Larson.

Q. Tell us briefly what your duties and responsibilities are in your position.

A. I'm the Office Manager. I have three departments working under me: dispatching, bookkeeping and secretarial. I help run the Port of San Francisco in a businesslike manner. When Captain Larson is out of town, I'm the voice of authority, through him, up and down the Coast.

Q. How did you come to obtain your present position; that is, by election, or appointment, or what?

A. By election.

Q. What election was that; that is, when did it take place?

A. I was nominated for and ran in the election, September through December 1971. Since I did not receive a clear majority, I was forced into a runoff, January through April 1972. I took office as the duly elected Executive Assistant Port Agent, San Francisco, May 1, 1972. In the interim, I was appointed by the General Executive Board as the pro tem.

Q. Who did you run against in the runoff election?

A. V. G. Valentine, G. ~~Palmeretto~~ BOMARETO, Schaa, R. Woods -- R. Olson, s-o-n.

That was the original election.

Q. That was the original election?

A. Yes.

Q. My question was directed specifically to the runoff. Who was in the runoff besides yourself?

A. Virgil G. Valentine.

Q. What licenses or certificates do you hold with regard to the maritime trade?

A. I have an unlimited Master's license -- any ocean, any tonnage.

Q. Now, you indicated, I believe, that you ran for office in 1971. Did you send out any campaign materials?

A. I participated in a team effort late in September 1971.

Q. Who headed this team or slate?

A. It was the Port of San Francisco: Captain Orion A. Larson, George M. Tuttle, Jr., Lloyd Martin, Edward M. Caldwell, David F. York and W. C. Jackson.

Q. Do you have with you any campaign materials that you used with regard to, first of all, the original election?

A. The only copy was given you as an exhibit in Captain Larson's testimony.

MR. LAWYER: Mr. Drasin, we can stipulate that Plaintiff's Exhibit A, that was so marked as such during the Larson deposition, is the document he is referring to, which he did review at that time?

MR. DRASIN: Yes.

MR. LAWYER: Q. Now, with regard to the runoff election, do you have presently with you today any campaign materials that you utilized for that election?

A. Yes.

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Q. May we see those.

MR. DRASIN: Off the record for a moment.

(Discussion had off the record.)

MR. LAWYER: May these documents be marked consecutively as Plaintiff's Exhibit B, which refers to separate sheets; and may these two separate sheets be marked as Exhibit C, for identification; and may this document be marked as Plaintiff's Exhibit D, for identification; and may this document be marked as Plaintiff's Exhibit E, for identification.

(Documents marked Plaintiff's Exhibits B, C, D and E for identification.)

MR. LAWYER: Q. Mr. Tuttle, I show you what has been marked as Exhibit B, for identification, just a moment ago. Was that campaign material that you caused to be distributed for your runoff election in 1971?

A. That is correct. 1972.

Q. I am sorry, 1972.

Now, I show you what has been marked as Plaintiff's Exhibit C, of today's date. Was that campaign material that you caused to be mailed out with regard to that same runoff election in 1972?

A. That is correct.

Q. And, I show you Exhibit D, for identification, of today's date. Was that document a piece of campaign material that you caused to be mailed out with regard to your 1972 runoff

1171a

election -- caused to be distributed?

When I say "mailed out," I really only mean if it was distributed.

A. This was a joint effort with me coordinating the work.

Q. It was mailed out or otherwise distributed?

A. It was mailed out.

Q. Now, I show you what has been marked as Plaintiff's Exhibit E, of today's date. Was that mailed out by you or caused to be mailed out by you with regard to the 1972 runoff election?

A. Correct.

Q. Have you produced all the materials that you have available in regard to campaign materials for the runoff election, as well as for the original election?

A. (Nodding.)

Q. The answer is "yes"?

A. The answer is yes.

Q. What materials, if any, of the various documents that you have shown us -- these Exhibits A through E -- were sent to the Triple "A" in New York for mailing out?

A. We're speaking of Exhibits B through E. They were all sent to Triple "A".

Q. How about Plaintiff's Exhibit A, which was marked?

A. That was sent to Triple "A", but I can't vouch for the fact that I did it.

1172a

Q. But did you personally have any contact or communication with anyone employed by the Triple "A" during the course of the original election?

A. I can't recall that.

Q. Do you recall any contact with a person by the name of Carlson, during that period?

A. I know who Mrs. Carlson was, yes.

Q. Do you remember having any contacts or conversations with her during the course of the 1971 election?

A. I can't recall.

Q. How about with regard to the 1972 runoff election?

A. After each mailer, if sent, I am certain I telephoned Triple "A" in New York and may have talked to Mrs. Carlson personally or her secretary to inquire as to the charge for handling and mailing -- telephonically.

Q. How about Mr. Tannenbaum?

A. It's possible.

Q. How about anyone else at the Triple "A"?

A. Possibly their secretary. Everything I was doing was in inquiry contacts.

Q. Who paid for the mailing of Exhibits B through E?

A. I paid the bills for all the mailings, Exhibits B through E.

Q. When you say you paid the bills, does that mean that all of the money was your own personal money?

1173a

A. No, it doesn't. That means I was the one who disbursed the money.

Q. Whose money was it? That is, what was the source of the funds that went to pay for Exhibits B through E -- that is, the mailings?

A. Money-wise, I was helped by the people on the Port of San Francisco team.

Do you wish names?

Q. Yes, sir. You can just call out the last names.

A. Larson, Martin, Edward M. Caldwell, Jackson -- helped me with finances.

Q. Are you reading all of those last names from Plaintiff's Exhibit --

A. "A."

Q. "A" of today's date?

A. That is correct.

Q. How about people who endorsed the San Francisco team: Mr. O'Callaghan, Caldwell -- that is, William Caldwell -- Mr. Lowen? Did they contribute any moneys to your mailings for the runoff election?

A. I think Captain Robert J. Lowen contributed, too; but --

Q. How about the other two persons, Mr. William Caldwell or Mr. O'Callaghan?

A. I can't answer in regards to Captain Caldwell, but I am certain Thomas F. O'Callaghan helped me to distribute.

1174a

Q. Distribute the money?

A. Assisted.

Q. How about in regard to the expenses for mailing of Exhibits B through E? Who paid the cost for that?

A. I did.

Q. When you say you did, do you mean it was your personal money?

MR. DRASIN: You can answer "yes" or "no." Was it your personal money?

THE WITNESS: Yes.

MR. LAWYER: Q. Did anyone else contribute to the cost for the printing of materials, referring again to B through E?

A. As I have stated before, the moneys would have been deposited in my checking account and I would have disbursed them.

Q. Whose moneys were they; that is, where did they come from?

A. Individuals interested in seeing that I get elected.

I have names of those.

Q. You have names of them?

A. Yes.

Q. Are you referring to the same individuals whose names you just read off, in regard to making contributions to your campaign materials as far as the mailings of the materials?

A. Yes.

Q. That is Mr. Tuttle, Martin, Edward Caldwell, York and Jackson?

A. Not York: Jackson.

Q. How about Mr. Lowen and Mr. William -- I'm sorry. How about Mr. Lowen and Mr. Thomas F. O'Callaghan?

A. I am assuming that I was assisted by Captain O'Callaghan and Captain Lowen. I am not at all certain about William Caldwell.

MR. DRASIN: I think he wants to clarify his answer.

THE WITNESS: For the record, the names on the literature of Plaintiff's Exhibit D and Plaintiff's Exhibit E -- since it was a joint effort, each one named helped pay for the cost. All the people named helped pay for the cost.

MR. LAWYER: Q. All of the people named on Plaintiff's Exhibit D and all of the persons named on Plaintiff's Exhibit E?

A. Correct, shared equally in the cost.

MR. DRASIN: What do you mean by "named"?

THE WITNESS: Those that are marked with the "x".

MR. LAWYER: Q. You mean, the candidates listed on each of these documents?

A. And I would have to say the candidates marked by an "x".

Q. And the materials that they helped pay for refer to Exhibits D and E?

A. That is correct.

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Q. And that refers to both the cost for printing and cost for distribution?

A. Correct.

Q. Now, you have stated that you disbursed the money for these costs.

A. I paid the bills, if that's a better word.

Q. Now, how did you pay the bills? By check?

A. By check.

Q. Whose checks were these?

A. Mine.

Q. Your personal checks?

A. Correct.

Q. Is this to say, then, that the money that was solicited or contributed with regard to these campaign materials was given to you directly?

A. Or I billed them individually after the work was done, pro rata.

Q. How would you bill them? You mean, call them up?

A. Correct.

Q. This money at no time -- that which was received -- went to any other account but your own?

A. No.

Q. Did you contribute to anyone else's campaign, other than the people who you ran with on the San Francisco team? That is, did you help pay any of their costs or help finance

1177a

them in any way?

A. Only for the Pacific Coast for the United States, as I stipulated to here. To my knowledge, the money was spent for our own team.

Q. Did you contribute any money to Mr. O'Callaghan's election in '71?

A. I certainly don't recall.

Q. Did you contribute any money to Mr. William Caldwell's campaign in 1971?

A. I would say no.

Q. How about any contributions to Mr. Lowen?

A. I would say no.

Q. Did you have access to any membership lists for inspection with regard to the 1971 election?

A. In my position as Office Manager, the lists were in my custody.

Q. You could look at them whenever you got ready?

A. Yes.

Q. Do you know of any candidate not on the San Francisco team who looked at a membership list on the West Coast?

A. Well, I would first like to say that I never looked at a membership list and I don't know of any other candidate that did.

Q. Do you know of any other inspection by any other candidate?

1178a

A. For the original election, I don't recall; for the runoff, I do recall.

Q. Tell us about the runoff, then.

A. On January the 4th, 1972, Virgil G. Valentine came into my office and requested a mailing list. I am certain that I told him that the same rules that applied to the original election applied to the runoff, and that not only could I not give it to him, but I would report it to my immediate superior.

Q. You would report what to your immediate superior?

A. That he had made the request for the mailing list.

Q. And did you report it?

A. Yes, I did.

Q. To whom?

A. Captain Larson.

Q. And tell us what was the purpose of reporting it to Captain Larson?

A. Well, he was the one in charge in San Francisco; and, naturally, if there was any deviation from the practice of this election, that he would not only have to know about it but it would be his purview to listen to these requests and answer them.

Q. It is your testimony, in substance -- or at least a point of which -- you just said that you reported it to Captain Larson so that he could himself make the decision as to what to do about it.

A. I will state that I told Virgil flat out that he

1179a

couldn't give it to him.

Q. Yes, sir.

A. And that I would relay his request to the next highest in the chain of command.

Q. What you have just said with regard to this request by Mr. Valentine -- tell me again, what did that refer to, the original '71 election or the runoff?

A. It would be the runoff because the request was January 4, 1972.

Q. Did anyone else make any other request?

A. Since he was my opponent, it isn't firmly in my mind that others may have asked. I would just be speculating.

Q. You do not recall anyone else asking to inspect a membership list with regard to the runoff election?

A. No.

Q. Do you know of anyone who went to New York to inspect the membership list --

A. No.

Q. -- with regard to either election?

(Discussion had off the record.)

MR. LAWYER: Q. Now, Mr. Tuttle, you have shown me a check which purports to be signed by you, and that check is dated February 14, 1972. Now, you are now showing me a Xerox copy of the back and front of that check. Would you tell us what that check pertains to, sir?

A. This check is in payment for two separate bills in the runoff election, which were sent to New York, the American Arbitration Association.

Q. Would you refer to the document by exhibit number if they have already been marked.

A. Plaintiff's Exhibit B and Plaintiff's Exhibit C.

Q. Of today's date.

Could we mark that Xerox copy of the check Plaintiff's Exhibit B-1.

(Xerox copy of check marked Plaintiff's Exhibit B-1 for identification.)

MR. LAWYER: Q. Now I show you what has been marked as Plaintiff's Exhibit B-1.

Now, that is a copy, a true copy, of a check that was sent to the American Arbitration Association in payment for distribution of Plaintiff's Exhibits B and C?

A. Yes.

Q. Is that correct, sir?

Now, you have also shown us the original and a Xerox copy of a check purported to be signed by you, and it bears the date March 23, 1972 -- that is the date on which it purportedly was written out. Now, would you tell us the campaign materials or exhibits that check pertains to.

A. This was in payment for labeling and mailing Exhibit E.

Q. Exhibit E of today's date, that you identified?

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A. Yes.

MR. LAWYER: May that document that he just referred to be marked as Plaintiff's Exhibit E-1 of today's date, please.

(Xerox copy of check marked Plaintiff's Exhibit E-1 for identification.)

MR. LAWYER: Q. Mr. Tuttle, you have now shown us two checks that you caused to be sent to the American Arbitration Association for distribution of campaign materials. Is that correct?

A. Yes, that is correct.

Q. Do you have any other checks or stubs or any documents whatever that reflect payments made to the American Arbitration Association, with regard to either the '71 election or the runoff election?

A. My record shows that Exhibit D was paid for by my personal check No. 40, written 2/5/72.

I am unable to have that check here.

Q. What was the amount of that check that you don't have?

A. $51.50.

Q. And the date you said it was?

A. 2/5/72.

Q. 2/5/72.

Are there any others?

A. No.

MR. LAWYER: I have no more questions of this witness.

MR. DRASIN: No questions.

MR. LAWYER: Any notary?

MR. DRASIN: Any notary.

George McTurnan

Subscribed and sworn to before me this 21st day of November 1974

Betty S. Miller

BETTY S. MILLER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN SAN FRANCISCO
My Commission Expires Mar. 21, 1977

1183a

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

I, JUDITH A. BEAMER, hereby certify that the witness in the foregoing deposition, named GEORGE M. TUTTLE, JR., was by me duly sworn to tell the truth, the whole truth and nothing but the truth in the within-entitled cause;

That said deposition was taken down in shorthand by me, a Certified Shorthand Reporter and a disinterested person, at the time and place therein stated and that the testimony of the said witness was thereafter reduced to typewriting under my direction and supervision;

That if the deposition has not been signed by the time of trial, a reasonable opportunity having been given the witness to do so, signature has been waived in accordance with stipulation between counsel.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th day of June, 19--.

NOTARY PUBLIC
State of California
City and County of San Francisco

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

---o0o---

U.S. DISTRICT COURT
FILED
NOV 26 1974
S.D. OF N.Y.

ORIGINAL

JAMES D. HODGSON,
SECRETARY OF LABOR, UNITED STATES
DEPARTMENT OF LABOR,

Plaintiff,

vs.

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES & PILOTS, AFL-CIO,

Defendant.

No. 72 Civil 5031 (CBM)

DEPOSITION OF

ORION A. LARSON

November 4, 1974

45

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I N D E X

DEPOSITION OF ORION A. LARSON

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E X H I B I T S

Plaintiff's Exhibits:	FOR IDENT
A Election Mailer	23

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

---o0o---

JAMES D. HODGSON, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, vs. INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO, Defendant.	No. 72 Civil 5031

BE IT REMEMBERED that, pursuant to Notice and continued by Stipulation, and on Monday, November 4, 1974, commencing at the hour of 11:30 o'clock a.m. thereof, in the offices of James L. Browning, Jr., United States Attorney, 450 Golden Gate Avenue, San Francisco, California, before me, JUDITH A. BEAMER, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

ORION A. LARSON,

called as a witness by the plaintiff, who, having been first duly sworn, was thereupon examined and interrogated as hereinafter set forth.

---o0o---

PAUL J. CURRAN, United States Attorney for the Southern District of New York, Foley Square, New York, New York,

represented by BOBBY C. LAWYER, Assistant United States Attorney, appeared as counsel for the plaintiff; and

LAWRENCE DRASIN, Esquire, of Kessler & Drasin, 10880 Wilshire Boulevard, Los Angeles, California, appeared as counsel for the defendant.

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It was stipulated between counsel for the respective parties that if the witness should refuse to answer any questions propounded by counsel, it shall be deemed that the Notary Public has instructed the witness to answer, but that the witness still refused so to do.

It was further stipulated that all objections to questions propounded to said witness shall be reserved by each of the parties, save and except any objections as to the form of the questions propounded.

It was further stipulated that said deposition shall be reported by Judith A. Beamer, a Certified Shorthand Reporter and a disinterested person, and thereafter transcribed by her into typewriting to be read to or by the witness who, after making such corrections therein as are necessary, will subscribe same.

It was further stipulated if this deposition has not been signed at the time of trial, it may be used at that time with the same force and effect as though signed by the witness, provided the witness has had a reasonable opportunity to read, correct and sign the same.

EXAMINATION BY MR. LAWYER

Q. Would you spell your name for the record, sir?

A. The first name is Orion, O-r-i-o-n, initial A. The last name is L-a-r-s-o-n.

Q. And give us your residential address.

A. 2576 - 26th Avenue, San Francisco, 94116.

Q. Do you maintain any other residential address?

A. No.

Q. Give us your business address.

A. 1025 Howard, H-o-w-a-r-d, Street, San Francisco, California, 94104.

Q. What do you do for a living, Mr. Larson?

A. I am a union official of Masters, Mates & Pilots; title of Port Agent, San Francisco; Vice President, Pacific -- paren -- (Offshore Division) -- end paren.

Q. Would you tell us what your duties are as Vice President. I take it they are pretty well spelled out. Tell us what they are.

A. In the Offshore Division bylaws.

MR. DRASIN: Let the record show I am handing Mr. Larson a copy of the bylaws of the Offshore Division.

THE WITNESS: I can quote these verbatim or summarize them.

MR. LAWYER: Q. Well, I would like you to summarize them, sir, in your own words. Can you do that?

A. I coordinate the activities of the three -- the other Port agents and employees on this Coast, enforce the collective bargaining agreements. As Chairman of the Joint Trustees of the Plan, I look after the interests of the plans -- the financial position of the organization on this Coast. We work in concert with the other divisions, International officials, to perform the normal functions of the Labor Union.

Q. Is that a salaried position that you hold as Vice President, Offshore Pacific?

A. Yes, sir.

Q. What is the annual salary? You can approximate.

A. Thirty-one, seven, roughly, per year.

Q. Now, you testified that you are also Port Agent for --

A. San Francisco.

Q. San Francisco.

Is that a salaried position?

A. There's one salary for both jobs.

Q. That is, the two titles that you hold within the Union draw a single salary?

A. Correct.

Q. Tell us how you came to be Vice President, Pacific --

A. I was elected in 1971, in the Fall election of 1971, to that job.

Q. Who was eligible to vote? I don't mean individual members, but geographically.

A. The members of record of former Local 90, which was an Offshore Division local.

Q. Located for what area?

A. On the Pacific Coast -- Alaska to Mexico, including Hawaii.

Q. You say "former Local 90." Former Local 90 is now known as what?

A. Offshore Division, Pacific.

Q. And that includes what geographic areas, sir?

A. I just said, Alaska to the Mexican border, including Hawaii. The Pacific Coast of the United States. Alaska to the Mexican border, including Hawaii.

Q. Now, you assumed that position for the first time when? That is, the Vice President's position.

A. January 1, 1972.

Q. Now, prior to January 1, 1972, what positions did you hold with the Union?

A. I was Executive Assistant Port Agent, San Francisco. I was an alternate Vice President, Pacific.

Q. Have you held an International position, as such?

A. No.

Q. Tell us how you came to be the Port Agent of San Francisco.

A. I was elected to the job by the membership in the 1971 election, which was a step upwards from my previous job. In

other words, I had been the number two man, and I moved up to the number one spot.

Q. Who was eligible to vote for that position; that is, Port Agent of San Francisco?

A. The same people, the members of the Offshore Division who had been members of former Local 90.

Q. Now, is it accurate to say that by virtue of being Port Agent of San Francisco, you assumed the Vice Presidency job that you were referring to?

A. The jobs are the same, yes.

Q. The jobs are identical?

A. Yes.

Q. Is it your understanding that the jobs are the same for the Vice Presidencies of the other two regions, that is, for the Atlantic and Gulf?

A. In thinking back on that last question, the jobs are the same except, as Vice President, Pacific, I am a member of the General Executive Board, for example; but if I were Port Agent other than San Francisco, I wouldn't be. I mean, it's kind of a technical point, actually. But, the two jobs are really one job and one guy.

Q. I direct your attention to the month of April in 1971. Did you attend a meeting of the General Executive Board?

A. The one in Miami, yes.

Q. Now, I show you Plaintiff's Exhibit A, which, for the

record, is the same Exhibit A that we have referred to in all of the depositions. It was so marked as Exhibit A on October 29, 1974, during Mr. Nelson's deposition. Would you review that, sir.

A. I am familiar with it. This refreshed my memory of the meeting, yes.

Q. Did you participate in the preparation of Exhibit A, sir?

A. As an alternate, yes.

By the term "preparation," if you mean did I participate in working up the rules that are outlined here for the West Coast, the answer is yes.

Q. Now, when you say for the "West Coast," did you participate in making up the rules that were to apply for places other than the West Coast?

A. No.

Q. With regard to the 1971 election, sir, was it your understanding that the bylaws of the locals should apply with regard to the local elections?

A. Yes, except as outlined in that. I think it is the bottom paragraph on that first page.

Q. Are you referring to the cover letter?

A. Yes, I think I am. Yes.

Q. That is the cover letter dated April 30, 1971, which purports to be signed by Thomas O'Callaghan.

A. Yes, the last paragraph which refers to final details.

Q. At that time, what was the (inaudible) of the local bylaws concerning inspection of membership lists for the West Coast?

A. With reference to inspecting the --

Q. Yes, sir.

A. The practice on the West Coast had been that a member desiring to inspect the membership lists could do so on the premises of the office, between nine and five, during weekdays.

Q. What office, sir?

A. The office of the organization at 1025 Howard.

Q. And in what city?

A. In San Francisco.

Q. That had been the practice?

A. In previous elections.

Q. Now, what was the practice for the '71 election?

A. We did not permit them to do so because of the instructions of the impartial arbitrator and the Ballot Committee, which specifically directed us -- not only to us, but also to the candidates -- specifically directing them to a mailing service, selected by the convention, which was the Triple "A" in New York.

Q. Now, you referred to the impartial --

A. Balloting Agents.

Q. Who do you mean?

A. Triple "A", the American Arbitration Association.

Q. Is it your testimony that the Triple "A" instructed -- let me ask this: What is your testimony regarding the role of the Triple "A" with regard to inspection of membership lists?

A. The Triple "A" put out the instructions, as I recall. As a candidate, I received one: If I wanted to mail out any propaganda, I should get ahold of the Triple "A", and they would give me a price consistent with the number I wanted to mail out.

Q. I ask you to look at what has been previously marked as Plaintiff's Exhibit A during the course of the deposition of a Mr. Barbera on October 30, 1974; and this exhibit purports to be a letter from the American Arbitration Association dated September 8, 1971, and bearing what purports to be the signature of a Samuel V. Tannenbaum.

Of course, we are referring to a photographic copy of such a letter.

Would you look at that, sir, and tell us whether that is the letter that you had been referring to or the instructions that you had been referring to.

A. This refreshes my memory after four years -- or three years, rather -- as being the one, yes. It told the candidates how to mail their propaganda out, yes, contrary to the way that it used to be done on the West Coast.

Q. Is this what you have been referring to as "instructions" from the Triple "A"?

A. Yes.

Q. Are there any other instructions that you are also referring to?

A. None that I recall or none that were inconsistent with this. Let me put it that way.

Q. Now, up until the time that you received this letter, or that you became aware of the substance of this letter, what was the practice with regard to inspection of membership lists?

MR. DRASIN: Are you referring to up until -- to the year 1971?

MR. LAWYER: Yes, I am.

THE WITNESS: You mean, prior to 1971?

MR. LAWYER: Q. No, with regard to the 1971 election, but prior to receipt of the letter on September 8th.

A. What was the date of it again?

Q. September 8, 1971.

A. I don't recall any decision -- I don't recall receiving any instructions, either as an official or a candidate, with reference to the distribution of literature. This is the first that I recall that they had formulated, finalized -- Triple "A" had finalized -- and the Ballot Committee, I assume, were in conjunction with Triple "A" with finalized instructions.

Q. With regard to what you have been referring to as an instruction, sir, who is it that you understand formulated these instructions or decided that this is the way it would be and so reflected in this letter?

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MR. DRASIN: I want to object to that question. It calls for speculation on the part of the witness. You can ask him if he knows, but not who does he understand. If he knows who formulated this policy, that is fine; but not what he may speculate as to who might have done it.

MR. LAWYER: Q. Who formulated the policy, sir, to the best of your knowledge?

A. If my memory serves me, the bylaws and the constitution provide that the impartial arbitrator selected by the convention to supervise the forthcoming election, will, in conjunction with the Ballot Committee, formulate the rules under which the ~~convention~~ ELECTION is conducted -- which would have been the Ballot Committee elected at the convention in Galveston and Triple "A" who was selected by the convention as being the impartial arbitrator to conduct the election.

Q. Then, is it your testimony, in essence, that, to the best of your knowledge, it was a combination of the Triple "A" and the IBC -- that is, the International Ballot Committee -- that decided -- rather, that is that formulated the contents of this letter of September 8th, Exhibit A from the Barbera deposition?

A. Inasmuch as it is signed by Triple "A", probably came from Triple "A"; but I assume the Ballot Committee worked in conjunction with them because it requires, in it --

Q. Did you personally participate in the formulation of

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these instructions, in any way?

A. No.

Q. Did you first learn of these by receiving a letter, a copy of that letter?

A. Yes.

Q. Now, let me return to an earlier question -- I think I got confused -- which is somewhat of a digression.

This letter, sir, I think you will agree doesn't refer to inspection of membership lists as such. That is not literally --

A. The only reason --

MR. DRASIN: Wait until he asks the question.

MR. LAWYER: Q. Did you become aware of any directive or instruction to the effect that membership lists would not be available for inspection in San Francisco in accordance with the past practices? That is, specifically, of course, relating to the 1971 election.

A. Not prior to the time I got that.

Q. Not prior to the time you received a copy of this letter that we have been referring to dated September 8th?

A. Yes.

Q. Did you in fact do any campaigning?

A. Yes.

Q. In 1971?

A. Yes.

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Q. Did you mail out campaign materials?

A. Yes, in concert with other candidates.

Q. What do you mean by "in concert"?

A. In conjunction with other candidates.

Q. Does that mean that was you and perhaps one or more persons on the same piece of campaign material?

A. Yes.

Q. Did you mail out any prior to receiving Plaintiff's Exhibit A from the Barbera deposition; that is, that AAA letter?

A. No.

Q. Did you personally inspect any membership lists during the course of the 1971 election?

A. No.

Q. Do you know of anyone who did inspect a membership list with regard to the 1971 election?

A. Not on the West Coast.

Q. You don't know of anybody on the West Coast?

A. No.

Q. Were any requests made, of which you are aware, for inspection of membership lists by any other candidates on the West Coast with regard to the '71 election?

A. Yes.

Q. Who do you recall having made such a request?

A. One in -- one I recall in Portland. I think a Mr. Florin Dente.

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Q. F-l-o-r-i-n D-e-n-t-e?

A. Yes.

A member by the name of Virgil Valentine, here in San Francisco; and I believe there were several down South.

Q. What do you mean by "down South"? Do you mean Southern California?

A. I mean Southern California, yes.

Getting provincial.

Q. To whom were those requests made?

A. They would normally be made to the official in charge of the office. I can't say that at the -- the one in Portland was made to ~~Arley~~ CHARLEY & Wallace or the one in Wilmington was made to Mr. ~~Walters~~ WALTHER & or Mr. ~~Barbera~~ Barbara &.

I believe the one here in San Francisco, that I recall, was made to my assistant, Mr. Tuttle -- Captain Tuttle. Although, I don't know, it might have been made to the bookkeeper or somebody --

Q. When were those requests made, to the best of your knowledge, in relation to this letter from the Triple "A" of September 8th; that is, before, or afterwards?

A. I don't recall, off the top of my head.

Q. Do you recall, with regard to either of the persons that you have mentioned, whether it was made before, or after, receipt of this letter of September 8, 1971?

A. No, I don't know.

The question was, were they made before the --

Q. Yes, sir.

A. Well, I am conjecturing now: They must have been made before this because before that we didn't have the instructions on what to do.

Q. And the past practices before this had been to allow inspection of the list where?

A. At the headquarters office of the New York organization.

Q. And that was in San Francisco and in Portland or wherever else there was a headquarters?

A. The headquarters office, after consolidation, had switched to New York; whereas, prior to consolidation, under which the old conventions had been conducted, had been San Francisco.

Q. Is it your testimony, then, that the place to inspect the lists prior to receipt of this letter was at the headquarters office in San Francisco, with respect to the West Coast?

A. No, because the consolidation was effective October '70 and really went into effect January '71. So, New York then became the headquarters. They kept all the pertinent files; whereas, prior to that, San Francisco had been for the West Coast local.

Q. Did not the local bylaws, sir, apply with respect to inspection of membership lists with regard to the '71 election?

A. They did, with exception as to the last paragraph,

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which ultimately superseded part of the bylaws. The time frame had already passed. We couldn't comply with them.

Q. Now, what final paragraph are you referring to, again? What in the final paragraph states that the bylaws --

A. "Final details concerning ballots will be distributed after the International Ballot Committee and the impartial balloting agency..." -- paren -- "...(which will be elected at the July 1971 convention)..." -- end paren -- "...promulgate the final rules and procedure not covered by the constitution."

Q. In substance, sir, is it your testimony that the letter that we have been referring to that is from the Triple "A", dated September 8th, superseded past practices with regard to inspection of the membership lists?

A. Yes.

Q. Now, do you know of any other document or instruction, in whatever form you may be aware of, that superseded the -- I am sorry -- that caused supersession of the rule pertaining to inspection of membership lists? In other words, is this piece of paper it?

A. I don't recall any, although that is not saying there aren't some in the files that my assistant may have had.

Q. Now, sir, if you will tell me what you are referring to in Plaintiff's Exhibit A, from the Barbera deposition -- that is the Triple "A" letter that states, that purports to state, the local rules regarding inspection of membership lists

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are superseded. To what are you referring to there, specifically?

A. The whole context of the instructions from Triple "A" deals with preparing your literature to mail out.

I am trying to summarize now the previous language for inspection of membership lists of the Local 90 bylaws, dealing with inspecting the membership lists, to address envelopes by hand or it could be done by the girls in our office, our secretaries, if you paid them.

Q. That is, if a candidate paid them?

A. Yes, each candidate would pay them, or they could lump them together and mail them out, or the guy could do it himself by hand; but the whole thrust of this --

Q. The whole thrust of what?

A. Of Tannenbaum's September 8th is the mailing of candidate literature, which is the inspection -- the only reason for the inspection of the membership lists.

Q. Is it your testimony that the only reason for inspection of the membership lists is for mailing out the campaign materials to the members?

A. Yes.

Q. Now, let me ask you what I asked you before: What specifically in that letter, if anything, can you point to or do you submit refers to canceling out the past practice of inspection of membership lists?

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MR. DRASIN: Object to the form. Really argumentative. He answered the question. He said it is the whole thrust of the letter, the fact that it calls for the AAA mailing out the campaign literature.

MR. LAWYER: Still hasn't answered specifically in the letter. If he tells me there is nothing there or is something there --

MR. DRASIN: What specifically in the letter cancels out what?

MR. LAWYER: Refers to canceling the past practice for inspection of membership lists.

MR. DRASIN: He testified that the past practice of inspection was for the purpose of mailing. Since it was not being --

THE WITNESS: That is exactly what I thought I said.

MR. LAWYER: Q. That is what you said, but I am not sure you answered my question.

Is it your testimony there is nothing literally in the letter that you can point to --

A. Again -- point one -- you find out how much it is going to cost you to mail out the number of envelopes that you are going to mail out.

Point two tells you how to prepare your literature if pre-stamped sealed envelopes; where to mail it. And the second part of two, it tells you that Triple "A", for a specified

price, will put the mailing labels on them and mail them to the members; and the balance of the paragraph says that all costs must be borne by the candidates, and a certified check, Cashier's Check for the amount of the service must accompany your envelope. That's it.

Q. You can point to nothing else?

A. Except the address: "To all candidates in the International Organization."

MR. DRASIN: Let the record show that Captain Larson has, in effect, read or summarized the entire letter as pointing to his contention as to what it says.

MR. LAWYER: Q. Did you personally mail any campaign materials to New York in accordance with instructions of this letter of September 8th?

A. I said I did. I did, in concert, with several other candidates; yes.

Q. How was it paid for?

A. I don't recall, off the top of my head, whether we have some of the receipts available.

MR. DRASIN: When he says how was it paid for, he means not whether by check or cash, I assume, by that question.

THE WITNESS: We divided by three or six, how many people.

MR. LAWYER: Q. Who did you act in concert with in this regard, that is, with regard to campaign materials?

1205a

A. I put out a mailing in both -- I, in co junction with other people, put out mailings in both the original and the runoff, in which I was not involved, but some of my associates were. I think there were four mailings. I think that the next witness can testify far better to that than I can, in that he handled the machinery.

Q. Who do you mean, Mr. Tuttle?

A. Yes.

Q. Now my question: Who did you act in concert with in regard to the mailings? What were the names of the individuals?

MR. DRASIN: In other words, who were the fellows on the slate with you, if there was a slate?

THE WITNESS: The three International officials were named on it, one of the mailings that we put out; but none of them participated in the stuffing, the buying of the envelopes, the tripping back to Triple "A". None of the team shared in the effort, the work involved nor the cost.

MR. LAWYER: Q. Mr. Larson, can you give us the names of who those people were?

A. They were Captain O'Callaghan, Caldwell and Lowen.

Q. Those were the people that you referred to at the International level?

A. Right.

At the local level there was myself, Captain Tuttle, Lloyd Martin, Edward Caldwell and David York.

1206a

That pretty much follows the chain of command of all of the employees in San Francisco.

Q. Now, your name was associated on the campaign materials with each of the persons that you have identified by name?

A. If my memory serves me, looking back three years, yes.

Q. Do you still have any of that campaign literature?

A. I think we have copies available in the file.

MR. LAWYER: Can we go off the record for a minute.

(Discussion had off the record.)

MR. LAWYER: Back on the record.

May this document be marked as Plaintiff's Exhibit A of today's date, please.

(Document marked Plaintiff's Exhibit A for identification.)

MR. DRASIN: Back on the record. I think that Captain Larson wants to make a correction or addition to the persons that were on this mailing.

MR. LAWYER: Mr. Drasin, let me identify the document, and then you can.

Mr. Larson, I show you what has been marked as Plaintiff's Exhibit A, today's date, with respect to your deposition. Can you tell us what that is, sir?

THE WITNESS: Yes. This is an election mailer that we, a number of candidates in the Port of San Francisco put out in the 1971 biannual election. It was so called "San Francisco

12:17a

Tomorrow," "Candidates for Office," with a supplementary endorsement for the three International -- the three candidates for International office.

MR. LAWYER: Q. Now, is it your testimony that all of the names listed on this, except the endorsing candidates -- that is, the three International offices -- contributed to expenses for preparing and mailing out that document?

A. Yes. Larson, Tuttle, Caldwell, Martin -- and this is Edward Caldwell, not William Caldwell -- and York. And Jackson was the name that I forgot before. All contributed to printing. We did the stuffing and we contributed to the split-up of the cost in mailing it back to Triple "A" or getting it back to Triple "A" and, also, the envelopes, the cost of the envelopes.

MR. DRASIN: Can we go off the record for just a moment.

(Discussion had off the record.)

THE WITNESS: With reference to my previous statement, with reference to the division of the costs of contributing the Exhibit A mailer, I'm not certain that Mr. York of the local officials was among the contributors.

MR. LAWYER: Q. Were there any other campaign materials that you sent out?

A. Yes.

Q. You have copies of those with you at this time?

A. I believe we have.

Q. May they be produced.

A. I am sorry, I see a shake of the head: We don't have.

(Discussion had off the record.)

MR. LAWYER: Mr. Drasin, would you explain what you just explained off the record.

MR. DRASIN: Captain Larson was a candidate in the election, at which the ballots were counted in December of 1971. For that election, there was no other literature sent out for Captain Larson and his team other than Exhibit A. There was, subsequently, a runoff election. Captain Larson was not a candidate in the runoff election. Captain Tuttle was a candidate, and he would be in a better position to testify as to any literature sent out for the runoff election.

MR. LAWYER: And he will be able to produce those documents?

THE WITNESS: Yes.

MR. LAWYER: Q. Mr. Larson, you agree with the substance of what Mr. Drasin has said, insofar as other campaign materials?

A. Yes.

Q. Did you at any time during the course of the election personally inspect any membership lists, anywhere, in San Francisco or in New York?

A. No.

Q. Did any representative, on your behalf, inspect any membership lists?

1209a

A. No.

Q. Do you know of anyone on the West Coast who did inspect a membership list with regard to the 1971 election?

A. I don't know of any.

Q. Do you know of any person -- that is, of your personal knowledge -- who did have a representative to do an inspection of the membership lists anywhere, in New York or the West Coast?

A. Several of the candidates had representatives at the count. Whether or not they inspected membership lists, I don't know. I was in San Francisco the entire time.

Q. During the course of the election, did you personally go to New York at any time; that is, specifically in connection with the election?

A. Not in connection with the election.

Well, I don't recall.

Q. Did you have any communications with Mrs. Carlson?

A. Mrs. Carlson?

Q. Yes, during the course of the election?

A. I did not personally, no.

Q. How about any communications with Mr. Tannenbaum?

A. Other than that one already an exhibit.

Q. You mean the letter dated September 8th?

A. Right.

Q. You spoke with Mr. Tannenbaum or Mrs. Carlson by phone?

A. No.

1210a

Q. How about any communications or contacts with anyone from the Triple "A" with regard to the election, other than that September 8th letter?

A. On my behalf, no.

Q. Not personally or on your behalf?

A. No, I don't recall any.

Well, on my behalf, I didn't personally.

Q. You didn't designate any representative as such? Is that what you are basically saying?

MR. DRASIN: To do what? In other words, he had an observer at the election, counting, didn't you?

THE WITNESS: I can't remember whether I did or not. I know some of the candidates did, but I can't remember whether I did or not.

MR. DRASIN: You didn't designate anyone to talk to Tannenbaum or talk to anybody else?

THE WITNESS: No.

MR. LAWYER: Q. Do you have any knowledge, sir, of an allegation that the membership lists pertaining to what was the former Local 90 were stolen?

A. In 1961, San Francisco?

Q. No, during -- in the 70's.

A. No.

MR. DRASIN: The only allegation we are aware of is the one that they were stolen in the early 60's and were used, I

1211a

believe -- if you are referring to some theft.

MR. LAWYER: Q. With regard to the 1961 theft, are you aware of that -- at least, have you heard of it?

A. I have heard of it. I was a captain of a ship at that time. I wasn't ashore, but I recall hearing about it. I recall that they were very upset because these things are readily available to sell to various and sundry organizations, get pestered with the junk mail and everything else; so, a very tight security was maintained over membership lists after that alleged theft in '61.

Q. Everything you know about that, you heard about it secondhand? Is that basically what you are saying?

A. Yes, from the former -- from the man who was president of the organization at that time.

Q. Mr. Larson, with regard to your position as Vice President, Offshore Division, Pacific, could you describe for us the hierarchy? That is, who is immediately above you, if anyone?

A. I guess the Executive Vice President. First the Secretary-Treasurer and Contract Enforcement Officer, and that would be Captain Lowen.

Q. L-o-w-e-n?

A. Yes, Robert J., in New York.

The next one above that would be Captain William Caldwell, and the next one above that would be Captain T. F.

1212a

O'Callaghan.

Q. Tell us in general what you would have to go to Mr. Caldwell for, if anything?

A. Well, I frequently deal with Captain Caldwell in the area of the requirements of the contract, to dispatch jobs overseas. They have to be negotiated from the company to Captain Caldwell's office. I frequently work in concert with him in organizing price relations with other unions, relations with groups like the local Fed and the State Fed. I have a lot of dealings with him. He was a member of the Negotiating Committee. I was a member of the Negotiating Committee. I have copious notes on the Negotiating Committee. We frequently confer to discuss our several interpretations or memories of what went on and what was the intent of the parties during the months of negotiations. I have a lot of dealings with Captain Caldwell.

Q. Tell us the same thing with regard to Mr. O'Callaghan.

A. With the President of the Organization, my dealings are not as frequent nor as detailed as they are with both Captain Caldwell and Captain Lowen.

Q. Yes, but what insofar as you do have contacts with them? Just what do you go to him for? What authority or responsibility does he have over you?

A. I sometimes represent him here on the West Coast with other maritime unions. I was probably a most valuable assistant

to him when we -- the last time we had a strike out here, on high-level matters. I work with the International President, but I don't worry him with small details like you would other people.

Q. Now, tell us, what do you do in relationship to Mr. Lowen?

A. Much the same that I do with Captain Caldwell. He is the Contract Enforcement Officer. He also participated in negotiations. I have frequent dealings with policing the contract, particularly with reference to the West Coast companies. I probably have more dealings with him in that area than I do with Captain Caldwell.

Q. Do you still have, on the West Coast, membership meetings of what was the former Local 90?

A. We have scheduled local membership meetings, but we haven't had a quorum for quite some time. So, we usually turn it in to a report of the officials to the membership; and the last one, as I recall, started at two and ended at 5:00 p.m.

Q. Approximately how many times have you met within the last year, that is, 1974?

A. You mean, with a quorum?

Q. Yes, sir.

A. With a quorum, I think --

Within the last year?

Q. Yes, sir.

1214a

A. I don't think we have had a quorum in the last year, in this Port.

Q. Approximately how many times have you met with a quorum since the new constitution has been in effect -- say since 1971, that's all?

A. I don't remember, but I'm certain that Captain Tuttle can. However, I'm speaking only of the Port of San Francisco. The other ports on the Coast have had quorums from time to time, which varied; but not a regular basis, generally speaking. I can't answer without referring specifically to the record.

Q. I understand.

When you indicated you have met without a quorum -- and I am just simply confused -- business is transacted at such meetings?

A. No.

Q. What does happen at such meetings?

A. The officials of the organization bring the membership present up to date on what is going on in the organization, both former Local 90 and the Offshore Division. We tell them all there is to know that we know.

Q. Who are eligible to attend these meetings?

A. Every member of the Offshore Division.

Q. Anywhere, from any port in the country?

A. From anywhere in the United States.

Q. Can attend a meeting for San Francisco?

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A. You can attend a meeting in San Francisco, or he can attend one in Boston, or he can attend one in New Orleans. Doesn't make any difference.

Q. How many people are members in the Port of San Francisco itself?

A. That isn't a proper question. If you want to know how many people are registered in the Port of San Francisco, I can give you an approximate number: about 600.

Q. About 600 people?

MR. DRASIN: There are no members of Portland now. There are just members of the Offshore Division.

MR. LAWYER: I don't have any more questions of this witness.

MR. DRASIN: Fine, no questions.

Any notary?

MR. LAWYER: Yes.

Glen G Lawyer

Subscribed and sworn to before me this 21st day of November, 1974

Betty S. Miller

BETTY S. MILLER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN SAN FRANCISCO
My Commission Expires Mar. 21, 1977

1216a

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

I, JUDITH A. BEAMER, hereby certify that the witness in the foregoing deposition, named ORION A. LARSON, was by me duly sworn to tell the truth, the whole truth and nothing but the truth in the within-entitled cause;

That said deposition was taken down in shorthand by me, a Certified Shorthand Reporter and a disinterested person, at the time and place therein stated and that the testimony of the said witness was thereafter reduced to typewriting under my direction and supervision;

That if the deposition has not been signed by the time of trial, a reasonable opportunity have been given the witness to do so, signature has been waived in accordance with stipulation between counsel.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this ____ day of _____, 19__.

_____
NOTARY PUBLIC
State of California
City and County of San Francisco

U.S. DISTRICT COURT
FILED
NOV 26 1974
S. D. OF N. Y.

UNITED STATES DISTRICT COURT

SOURTHERN DISTRICT OF NEW YORK

---oOo---

ORIGINAL

JAMES D. HODGSON, Secretary of Labor, U. S. Department of Labor,

Plaintiff,

vs.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendants.

NO. 72 CIVIL 5031 CBM

DEPOSITION OF

CAPT WILLIAM CALDWELL

November 4, 1974

SCHILLER & COMBS REPORTING SERVICE
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I N D E X

Deposition of CAPT WILLIAM CALDWELL PAGE

Examination by Mr. Lawyer 7

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

---oOo---

JAMES D. HODGSON, Secretary of Labor, U. S. Department of Labor,

Plaintiff,

vs.

INTERNATIONAL ORGANIZATION OF MASTERS, MATES & PILOTS, AFL-CIO,

Defendants.

NO. 72 CIVIL 5031

BE IT REMEMBERED that, pursuant to Notice, and on Monday, November 4, 1974, commencing at 10:30 o'clock a.m. thereof, in Room 16201, 450 Golden Gate Avenue, San Francisco, California, before me JUDITH A. BEAMER a Notary Public in and for the County of San Francisco, State of California, personally appeared

CAPT WILLIAM CALDWELL

called as a witness by the plaintiff.

PAUL J. CURRAN, U. S. Attorney, U. S. Courthouse, Foley Square, Room 324, New York, New York 10007, represented by BOBBY C. LAWYER, Assistant U. S. Attorney, appeared as Counsel for the plaintiff.

Law Offices of KESSLER & DRASIN, 10880 Wilshire Boulevard, Suite 1806, Los Angeles, California 90024, represented by LAWRENCE DRASIN, Esquire, appeared as Counsel

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for the defendants.

---oOo---

MR. LAWYER: The time is 10:30 a.m., and we are at the offices of the United States Attorney, 450 Golden Gate Avenue, in San Francisco, California, to take a deposition of three people, in the action of Secretary of Labor against the International Organization of Masters, Mates & Pilots. The number of the case is 72 Civil 5031, and the Complaint in this case was filed in the United States District Court for the Southern District of New York.

This deposition is noticed for October 31, 1974 at 10:30, at our present location; however, it was continued by court order of United States District Judge Constance Baker Motley to be taken on November 4, 1974, which is today's date.

Also present at this time is myself and Brian P. O'Hanlon of the Department of Labor, as well as Counsel, whose appearance is noted. In addition, all three of the witnesses who are to be deposed today are physically present in the room: William Caldwell, Orion Larson and George Tuttle, Jr.

And, let the record reflect that the plaintiff -- that is, through me, Bobby C. Lawyer, Assistant United States Attorney, Southern District of New York -- requested of the defendants' Counsel, Mr. Drasin, that only the witness who is being deposed should be present; and Mr. Drasin stated that this was not acceptable, that the defendants' position is that all

these witnesses are party witnesses, and he would not agree to having anyone excluded, that is, of these three people, unless there was a court order to such effect.

I indicated that since we were a long ways from the Courthouse where this Complaint was filed, that it seemed self-evident that the only purpose of having the witnesses present, all three witnesses present, was so their testimony could possibly be confirmed.

And, Mr. Drasin indicated that, in part, was the point of having all witnesses present at one time, as well as to save time.

And, accordingly, on behalf of the plaintiff, we are going to proceed because of the problem of time, in taking other depositions in Seattle. And, I guess we will conclude today. We will proceed with these witnesses being present, rather than responding, wasting any time in court. However, we do object.

MR. DRASIN: I have nothing further to add to that statement.

MR. LAWYER: I do want to add one more thing. Mr. Drasin -- correct me if I am wrong -- my understanding is that you were directed by Mr. Marvin Schwartz, in New York, to oppose any separation of the witnesses who are being deposed, that they all should be present for the deposition.

MR. DRASIN: I don't think it is proper for me to go into whether I am directed by Mr. Schwartz or just how that has

come about. At this proceeding, I am Counsel for the defendants, and it is my determination of the law, and I would take responsibility for it.

MR. LAWYER: For the purpose of representation in this case, I am concerned if you say you are representing the defendant now. As I understand, you have stated that you are representing them; but as far as I know, Mr. Marvin Schwartz is representing them, and he engaged you to sit in for him in this situation.

MR. DRASIN: That is correct, he retained us. He is attorney of record, and we are just representing the defendants, through his office, at this hearing. But, I will not make any representations as to whether Mr. Schwartz directed me to take this position or whether this is my own independent judgment on it. Mr. Schwartz directed me to use --

MR. LAWYER: I think the record should reflect, even though you don't want to state it on the record, I did ask you earlier before the deposition, and you indicated Mr. Schwartz had indeed advised you to keep the witnesses together.

MR. DRASIN: I am not sure that is correct. All I am stating here now is that it was my judgment that the law, as it now stands, gave these witnesses the right to be present in all stages of the proceedings because they were in effect party witnesses; and, it was on that basis that I made that determination, and it was not Mr. Schwartz's determination, but it is mine.

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WILLIAM CALDWELL

having been first duly sworn, testified as follows:

EXAMINATION BY MR. LAWYER

Q. Mr. Caldwell, would you state your name for the record and spell it, please.

A. William, W-i-l-l-i-a-m, Caldwell, C-a-l-d-w-e-l-l.

Q. Give us, first, your residential address, please.

A. 324 Southeast 83rd Avenue, Portland, Oregon.

Q. And what is your business address?

A. One California Street, San Francisco.

Q. And what do you do for a living?

A. I am an official of the International Organization of Masters, Mates & Pilots.

Q. What specific duty do you have?

A. International Executive Vice-President.

Q. Would you tell us briefly what your duties are as International Vice-President.

A. I am Executive Vice-president under the supervision of the International President, and I relieve him in the event he isn't in attendance at any of the conventions and Executive Board meetings and such.

Q. Now who is the President?

A. The President is Thomas F. O'Callaghan.

Q. Mr. O'Callaghan is based in New York, primarily? Is that correct?

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A. Yes.

Q. Do you work out of New York at all?

A. No. We have a West Coast office at One California, and I am on the go quite a bit.

Q. But, the California office that you just referred to, that is primarily the base from which you operate?

A. Yes, but the International Headquarters is New York.

Q. Now, how long have you had that position, sir?

A. Since October 1st, ~~1962~~ 1970 a.c.

Q. Tell us how you came to occupy that position -- that is, by appointment, by election, or what?

A. I was elected by secret ballot.

Q. What election was that? When did it take place?

A. I originally was elected Executive Vice-president in September of ~~1969~~ 1965 a.c. It was a non-salaried job; and then we had an election to -- a consolidated election in 1970. When the International Constitution became effective, I became a fully salaried Executive Vice-president.

Q. And when was that?

A. October 1st, 1970.

Q. What is the salary for your job? What is the annual salary for your job?

A. $35,000 a year.

Q. Do you hold any other title or position within the

union, at any level?

A. I am a trustee on some of the Masters, Mates & Pilots MPA plans.

Q. Tell us what you do in that position.

A. Trustee, an organization trustee -- one of several -- to administer -- not "administer" -- trustees of the pension, vacation and welfare plans.

Q. Do you hold any other title to position within the union, at any level?

A. No, I don't.

Q. Do you serve on any boards or committees, other than what you have already mentioned?

A. None.

MR. DRASIN: When you say "boards," do you mean general executive boards?

THE WITNESS: I would relieve the President on any boards, other than -- Constitution -- that are within the International Constitution. Would be the General Executive Board and the Offshore Division Executive Council and International Subcommittee. I believe that's it.

MR. LAWYER: Q. Tell us again about your duties when you serve at the General Executive Board. But, first, just tell us what --

A. The General Executive Board consists of the three International officials and the President and three Vice-Presidents

of the Offshore Division, and the Vice-Presidents of the duly formed division and the Presidents of the whole -- other subordinate bodies in the organization.

Q. Is that a permanently constituted board, in the sense that it has formal meetings and the same people consisting --

A. They are elected officials. They are -- their jobs ~~are gone~~ go a.c. with the elected official duties; but if they are not elected and they are voted out of office, they are not a member of the board.

Q. Any person who sits on the General Executive Board, which I may hereafter refer to as the GEB, is an elected official of the union? Is that correct?

A. Yes.

Q. Now, tell us what the GEB does.

A. In between conventions, the General Executive Board -- in other words, runs the organization.

Q. How often do you meet?

A. I believe we meet at least once a year, if I recall right.

Q. And, is there a regular meeting place, as such?

A. No, it varies, different ports in the country.

MR. DRASIN: When you say how often do they meet, do you mean how often are they required to meet, or in practice do they meet?

MR. LAWYER: Q. Let me ask both questions. I was

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assuming they met when they're required.

How often are they required to meet, sir?

A. I haven't my International Constitution.

(Document handed to the witness.)

MR. LAWYER: If you will, just refer to the --

THE WITNESS: Two, Article Seven -- Roman Numeral VII, Section 2, provides that --

MR. DRASIN: Of what?

THE WITNESS: Two, of the Constitution of the International -- which was effective October 1, 1970 -- provides in part, quote: "Meetings of the General Executive Board shall be held at least twice each year. They shall be held at such times and places as the International President shall determine, provided, however, one of these meetings shall be held as soon as possible after receipt of the annual audit."

And, three of Section 2 provides, quote" "For meetings of the General Executive Board, there shall be not less than ten days' notice except for emergency meetings. Upon receipt of the call for a General Executive Board meeting, each board member shall, within 48 hours, advise the International office whether he will attend."

C. "A meeting of the General Executive Board may be called by petition of board members -- combined membership of whose subordinate body or bodies represent a majority of the dues-paying members of the organization."

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I might also state for the record that the Constitution sets forth the duties and authority of the General Executive Board, as well as the duties and authority of the various officers of the union; and those -- that document speaks for itself.

(Discussion had off the record.)

MR. DRASIN: Do you want to correct your testimony, where you previously testified that the General --

THE WITNESS: Yes, I do.

MR. LAWYER: Would you go ahead and make the correct statement.

MR. DRASIN: How often does it meet?

THE WITNESS: I feel we are in compliance with the International Constitution. We have conventions; and prior to the conventions, they usually hold a General Executive Board meeting and once in between.

MR. LAWYER: Q. Do you hold any position with the Offshore Division that you mentioned earlier?

A. Yes, by the International Constitution, I am the Executive Vice-president, one of the executive officers of the Offshore Division.

Q. Now, how did you get that position, by appointment or election?

A. By election.

Q. And what election was that?

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A. The International Election -- Executive Vice-President.

We, the three International officials, are the executive officers of every duly formed division.

Q. Is that to say there is no separate election for those two separate positions?

A. No.

Q. It is one election?

A. Yes.

Q. And by virtue of becoming -- I'm sorry, by virtue of being elected to your position with the International, you automatically descended to position with the Offshore Division?

A. Yes.

Q. Is there a separate salary?

A. None.

Q. What are the duties of your position, of the position that you hold within the Offshore Division?

A. The same duties as Executive Vice-president. We are the executive --

Q. Executive Vice-president of what?

A. Of the International. We are the executive officials of each duly formed division.

Q. Well, what is the difference in the duties -- between the two duties, if any? Your position with the International and your --

1230a

A. The Offshore Division has ~~to have~~ bylaws from the other subordinate bodies.

Q. Do you do anything differently, by virtue of being in your position with the Offshore Division, that you do not do by virtue of being an officer of the International?

A. I don't understand the question.

MR. LAWYER: Let's go off the record for a minute.

(Discussion had off the record.)

MR. LAWYER: Q. Let's go back on for a minute.

Mr. Caldwell, as I understand it, you have two separate titles within the union. Is that correct? That is, with regard to the International office that you hold and the Offshore office that you hold. Is that correct?

A. Well, the International --

Q. Just answer yes or no in that regard.

A. I don't understand what you are saying, two separate jobs.

MR. DRASIN: He said "two separate titles."

MR. LAWYER: Q. "Two separate titles" is what I believe I said.

What is your title with the International?

A. International Vice-President.

Q. What is your title with the Offshore Division?

A. We are the executive officers of the Offshore Division.

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Q. Not "we." What are you?

A. I am an officer, an executive officer, of the Offshore Division.

Q. Earlier you have testified as to what your duties were, in brief, as an officer with the International. Now, please tell us what were your duties as an executive officer with the Offshore Division.

A. The Offshore Division Bylaws -- they are reflected in that document (indicating).

Q. Do you know what you do, without looking at that document? Just tell us what you do, as distinguished from --

A. I would like to refer to the document, the Offshore Division Bylaws.

MR. DRASIN: Do we have that?

(Document handed to the witness.)

MR. LAWYER: May the record reflect that a copy of the Offshore Division Bylaws was produced and is being examined by the witness.

THE WITNESS: Section 2. Duties of officers. Offshore. International. Executive Vice-president.

"It shall be the duty of the International Executive Vice-president to assist the International President in the discharge of his duties, as outlined in Section 1 of this Article, and such other duties as the organization may require. The International Vice-President shall act for the International

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President when the latter is not able to perform the duties of his office."

MR. DRASIN: That is his answer.

MR. LAWYER: Q. May I see the statement that you refer to. Is it Section 4?

MR. DRASIN: No, Section 2, I think it is.

MR. LAWYER: Article VI, Section 2 of the Bylaws of the International Organization, dated October 1, 1970.

This is what you referred to?

MR. DRASIN: Yes, the Bylaws of the Offshore Division.

MR. LAWYER: Q. Are there any duties, sir, that you exercise, or any problems that come up with regard to the Offshore Division, that are distinct from any duties that you exercise with the problems that come up with regard to your position as an officer of the International? That is, is there anything separate and distinct that you do with regard -- that is peculiar to one or the other position?

A. No. Only the International -- the executive officers of the International are also in the bylaws, the Pilots Division. The Offshore Division, the duly formed division -- they are also the executive officers of those divisions. Right now the different divisions have different problems.

Q. Give us a sample of a problem that is different for the Offshore Division as distinct from any problem that may come up with regard to the International.

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A. Negotiations is one.

Q. Any others that you know of?

A. And then there's problems with respect to the elections and the -- it was in our transition period, in consolidating from local to consolidation; yes.

Q. What kinds of licenses do you hold; that is, what kind of seaman's license, first?

A. Master of Oceans, unlimited.

Q. When you say "Master of," that means you could serve as a master on most any ship?

A. Yes.

Q. Do you in fact sail at all?

A. I have been an official of the organization since 1962. I haven't been -- sailed since then, but my license is a valid license.

Q. What type of license, if any, was required in order to qualify you to run for your position with the International office?

MR. DRASIN: At what time, which election?

MR. LAWYER: Q. With regard to the last election of '71, sir.

A. What type of license?

Q. Yes.

A. A valid license.

Q. To run for the position that you hold with the

1234a

International.

A. Yes?

Q. Any kind of valid seaman's license?

A. A valid license, Officer's -- Deck Officer's license.

Q. Now, you probably already told me this, in part -- if I am doubling back -- but prior to the 1971 elections, what positions did you hold in the union, if any?

A. I was a representative from the Portland branch, for Local 90, prior to the 1971 elections.

Q. When you say a "representative," what does that mean in terms of responsibilities?

A. Port Agent from the Portland organization.

Q. Port Agent was the official title that you held?

A. Portland representative.

MR. DRASIN: At that time it was called a "representative." It is now "Port Agent."

MR. LAWYER: Prior to 1971 --

MR. DRASIN: It was called "representative." It is now called "Port Agent," as Mr. Nelson was the Port Agent for Wilmington. He was for Portland, and they were both called "representatives."

Correct, Mr. Caldwell?

THE WITNESS: Yes.

MR. LAWYER: Q. Mr. Caldwell, did you personally

attend an annual union convention in 1970?

A. Yes.

Q. I am sorry, in 1971.

A. Yes.

Q. In Galveston, Texas?

A. Yes.

Q. Were you a delegate?

A. I was a delegate.

Q. From where?

A. Local 90.

Q. Which is located in what area?

A. The West Coast area, Portland.

Q. How were you chosen to be a delegate?

A. How was I elected? Secret ballot.

Q. Who participated in the secret ballot? That is, who was eligible to participate?

A. The members in West Coast Local 90.

Q. Did you serve on any committee that took care of the business of the convention? That is, were you elected, while at the convention, to serve on any committee there?

A. I am sure I was. I was one of the executive officers. I was all over. I am sure I was on one of the committees. I believe -- I don't know whether it was on the Constitution Committee, or not, at the time; but the record would reflect, I am sure, that I was on one of the committees.

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Q. Are you testifying you don't recall?

A. I don't recall anymore because I have been at several conventions. I couldn't tell you.

Q. Mr. Caldwell, the record -- I direct your attention to April of 1971. As best you can recall, do you recollect a meeting of the General Executive Board during that period?

A. Yes.

Q. Where did you meet?

A. Miami.

Q. Was that at the DiLido Hotel?

A. Yes.

Q. D-i-L-i-d-o?

A. Yes.

Q. Do you recall who was present for the meeting?

A. The General Executive Board of the organization.

Q. Do you recall the names of any of the people who appeared?

A. There was Captain O'Callaghan, Lowen and myself. Captain Larson and Jones and Gaier and I believe Sprada -- Pilots Division. And, I believe the Inland locals were represented. I am sure those were present.

Q. Was any counsel present?

A. We had the International counsel.

Q. Was that Mr. Schwartz? He was present?

A. Yes.

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Q. And we'll say "Mr." Watson was present.

A. Who?

Q. Mr. Watson.

A. Vera Watson, our secretary, yes.

Q. I'm sorry.

A. Vera Watson -- I believe she was there.

Q. Should have been "Miss" or "Mrs."?

A. Mrs. Watson.

Q. How about Camisa, C-a-m-i-s-a?

A. I believe -- I couldn't say for sure. I belive he was working for us at the time, yes.

Q. You say you don't know if he was present?

A. I believe he was, and I couldn't say. I don't recall.

Q. How many days was that meeting of the GEB?

A. I believe it was several days.

Q. Tell us what, in outline form, took place at those meetings?

A. Well, we -- they were going to have an election coming up, and we were going to have a convention. I believe it was in July we would have the convention. This way they had to get a Notice of Election out to the subordinate bodies, as well as regards the International election.

And the -- I believe the Offshore Division required that the nominations be in the month of June.

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And, they were getting the notice of the election out. And the way they intended the elections to be held, and the nomination period and ~~their~~ procedures were sent out because it was ~~our~~ locals.

The Offshore Division was going to be -- the election was going to be held within the framework of the bylaws, as close as they could, except as provided by the convention later.

Q. What bylaws are you referring to?

A. The Offshore Division Bylaws of each local.

We hadn't had an election as yet for any of the Offshore Division officials. We were in the transition period at this time.

Q. Tell us what you mean by the "transition period."

A. The organization had voted to consolidate their locals in the subordinate bodies into a division structure, and we were in that transition period. This was going to be the first election in the transition period.

Q. Now, you have testified, I believe, in substance that the election was to be held in conformity with the bylaws of the Offshore Division locals as close as possible.

A. Yes; within the framework of them, except as would be provided by the convention to take care of any transition problems.

Q. What bylaws would you be referring to from the

standpoint of the date that those bylaws were in effect? That is, that you mean bylaws that were currently in effect at the time that this Board was meeting and at the time that the election was going on?

A. Well, yes; the latest bylaws of the locals.

Q. The latest bylaws of the locals?

A. Yes.

Q. Thank you.

You also have just testified about the nomination period. What was the nomination period for those elections? That is, it started and ended when?

A. I believe the nomination period -- I believe -- was the month of June.

Q. That's it, entirely? That is just --

A. For -- yes, for the month of June.

Q. For what offices?

A. That was for the Offshore Division offices.

Q. Local, as well as at the top?

A. No, no. No, no. We're talking about the subordinate bodies, not about the International officials. That was a different deal.

Q. Let's go over it, then. I think I got a little confused.

The nomination period that you have been referring to, insofar as the meeting of the GEB in Miami, was -- referring

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the nomination period now specifically -- for what offices? Tell me again.

A. The Offshore Division offices.

And, this was -- these procedures were drawn up within the framework of the old Local 90, old local bylaws, and the other w.c. Offshore Division Bylaws that were in effect.

Q. Now, how about the nomination period for the International officers? What was the time period?

A. The International nominating period is in the convention. That is the period.

Q. During which the convention was actually in session?

A. Yes, yes.

Q. So is it proper to infer, from what you said, that the nomination period concluded with the conclusion of the convention in Galveston?

A. Yes. For the International officials, yes.

Q. Did the nomination period extend beyond the formal conclusion of the convention in Galveston, in 1971, for any office within the union structure?

A. None that I know of.

Q. Now is there any provision or clause within the constitution, any bylaw, or any resolution, that was perhaps passed by any convention that saves that that you are aware?

MR. DRASIN: Object to the question. It is compound, complex and unintelligible.

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MR. LAWYER: Would you read my question back.

(Record read back.)

MR. LAWYER: Q. I agree, it is compound.

You don't understand the question?

MR. DRASIN: No.

MR. LAWYER: Q. Let me break the question down into its separate parts.

What is there anywhere, that you are aware of, that says that the nomination period concludes with the close of the convention?

A. The election -- the nomination of International officials?

Q. Yes.

A. It is in the International Constitution.

Q. Would you refer to the provision.

A. I believe we can.

Section 5.

MR. DRASIN: "Nominations for the offices of International President, International Executive Vice-president and International Secretary-Treasurer shall be made at the regular convention preceding the election."

MR. LAWYER: Q. Are you aware of any provision in the Constitution or elsewhere that provides for keeping nominations open or perhaps reopening nominations beyond the period of convention?

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A. No.

Q. With regard to the 1971 elections, what was the close of the nomination period for the Offshore Division?

A. 30th of June.

Q. 1971?

A. 1971, yes.

Q. Now, what was June 30, 1971? Was that the close -- that was the close of the nomination period, but how do you know that was the close of the nomination period for 1971 elections?

A. Well, specifically stated in the Offshore Division Bylaws.

Q. Would you refer us to the provision in that regard.

MR. DRASIN: Referring now to Article Roman Numeral XVIIII, Section 2-A, which provides as follows: "All elective offices of the Offshore Division shall be open for nomination during the month of June, 1971."

MR. LAWYER: Q. Mr. Caldwell, I refer you now to Plaintiff's Exhibit A, for identification; and let the record reflect that this Exhibit A is the same Exhibit A which was marked as such on October 29, 1974, during the course of a deposition of Captain Robert Nelson in Los Angeles. Would you look at that, sir.

You have reviewed that, a few minutes earlier. Is that correct?

A. Yes. I believe this is what was sent out, yes.

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Q What is that document -- that is, that document which consists --

A. I would say the Notice of Election coming up of the International officers and the procedures that were going to be followed.

Q. Did you have any personal role in the preparation of the document, sir?

A. This was done down at the General Executive Board, and goes -- I was an ex-member of the West Coast Local 90, with the other officials. And, this was very complicated, to try, in the transition period, to draw this up. And, those that were involved in the immediate preceding bylaws were familiar. And this was from locals up and down or on the East Coast and Guld Coast and West Coast. Notice of Election of the International officials and also of the provisions in the bylaws that were different. Some of them were different than what ours were on the West Coast. And, this document reflected that and was to go out to the members.

Q. Now, my original question was, did you personally participate in drafting any part of the document?

A. In just what I mentioned, yes.

Q. Well, can you refer to any specific page or portion of the document that you personally had a hand in drafting.

A. No, I couldn't. That could be; I can't recall.

Q. Now, you say this was a product of the GEB at its

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meeting. You are referring to the meeting of the Board in Miami that we referred to earlier in the deposition?

A. Yes.

(Discussion had off the record.)

MR. LAWYER: Q. There was a discussion off the record, and what we will do now, because it is so involved -- Mr. Drasin has agreed to make a statement on the record; and we will ask Mr. Caldwell to adapt that statement or to qualify it.

MR. DRASIN: In order to run for a position as an officer of the Offshore Division, you must hold a license because all members in good standing of the Offshore Division are licensed officers; however, it is theoretically possible to run for an International office without holding a license if you are a member in good standing of, say, the Inland Division, where those members do not necessarily hold licenses. You then, by virtue of your position as an International officer, become an executive officer of the Offshore Division, without a license.

MR. LAWYER: Q. Mr. Caldwell, did you hear the statement that Mr. Drasin just made?

A. That's my understanding, yes.

Q. You understood what he just said?

A. Yes.

Q. And do you agree that what he said accurately reflects the situation?

A. It is my understanding.

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Q. That you could become an executive officer of the Offshore Division without having a license; that it is possible within the framework?

A. It is very unlikely; but a member, he could run for International office and, if elected, would become --

Q. Let's go back now to Exhibit A that you reviewed and which you indicated was prepared at the meeting of the GEB in Miami. Tell us the mechanics as to how this document was prepared. That is, did people vote, for instance, on the individual provisions that went into it; that is, the members of the GEB?

A. Well, if my memory -- if I recall right, this was composed by the officers of the various locals, and they were familiar with their bylaws; and it was approved by the General Executive Board.

Q. How does the General Executive Board decide to take action or not to take action? Is that by vote?

A. Yes, the International Chairman of the General Executive Board ---

Q. Are there any offices below that, the chairmanship? That is, with regard to the GEB?

A. No, that's the Chairman -- just the Chairman.

Q. Now, how are decisions made? Are they made by the Chairman, after discussion?

A. No, by action of the majority of the General

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Executive Board.

Q. A simple majority vote?

A. Yes.

Q. Is it accurate, then, to say that anything that is included within Plaintiff's Exhibit A was formally decided upon or voted upon by the members of the GEB -- at least, the members who were present in Miami?

A. I believe it was a majority action, yes.

Q. Is there something called an Editorial Board, if you know, that either works with the GEB, or anything called an Editorial Board?

A. I believe it is composed of the International subcommittees, of three International officials and three Board members elected. I believe it is by a General ~~Election~~ executive Board ~~convention~~ election, w.c.

I have to refer to the Constitution to see how they are elected.

The official publication shall be under the direction of an Editorial Board elected annually by the General Executive --

Q. Mr. Caldwell, may I stop you for a moment. Would you tell us what you are referring to, that is, what position of the document that you are reading -- which, for the record, is the Constitution of the International Organization of Masters, Mates & Pilots; and this copy is dated October 1, 1970. Now,

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would you just identify for us, say, the provision that you are referring to.

A. Referring to Article 11, Other Matters of the International Constitution of October 1, 1970; Section 5, Official Publications.

Q. Let the record reflect that Mr. Caldwell has referred us, as stated, to Article 11 of the matters of the Constitution, as he stated, of October 1, 1970 and specifically to Section 5 thereof, which is entitled "Official Publication." And, it does speak for itself.

Mr. Caldwell, you ran for office in 1971, that is, for your position with the International. Is that correct?

A. Yes.

Q. Who were your opponents for that position, if any?

A. I believe a Captain Vance and a Captain Koontce.

Q. Did you do any campaigning for the position?

A. I submitted, as per International Constitution, a 200-word statement on the ballot, as per Constitution requirements; and I believe they had, in the supplement -- I believe we had a supplement with my picture and statement in the MMP Supplement.

Q. Did you personally cause any campaign materials to be mailed out in your behalf?

A. I don't believe I did, no.

Q. Did you send any documents to the American

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Arbitration Association for distribution on your behalf?

A. No.

Q. Apart from what you have already mentioned, do you know of any campaign materials that were mailed out, soliciting support for you?

MR. DRASIN: Do you mean by that just for him, or him together with others?

MR. LAWYER: Well, I meant either way because I would submit that it makes no difference -- support for him.

THE WITNESS: I don't recall. Might have been some on the West Coast. I don't recall. I wasn't involved.

MR. LAWYER: Q. When you say you were not involved --

A. I don't believe I was involved in sending any literature out -- no other than the supplement and the ballot.

Q. That is not quite the question, sir. Are you aware of anybody sending materials out on your behalf, say, you specifically -- I am sorry, you individually, or in combination with any other persons campaigning for office?

A. I don't recall. To be frank with you, I don't recall.

Q. Did you personally inspect any membership mail list in connection with the union, in connection with your campaign for office in 1971?

A. No.

Q. Did you request the opportunity to inspect any

such list?

A. No.

Q. Not 1974.

A. No.

Q. Do you know whether or not membership lists were available for inspection at any time during the election period, that is, the balloting for the 1971 election?

A. 1971?

Q. Yes, sir.

A. I can't say.

Q. Can you say whether or not lists were available in San Francisco, at all?

A. I do not know.

Q. Mr. Caldwell, you have testified earlier that you at one time served as a representative of -- or Port Agent, or whatever the title was, prior to 1971. Is that correct?

A. Yes.

Q. Now, that was Port Agent for the West Coast area?

A. No, Portland, Oregon.

Q. I am sorry, for Portland, Oregon.

What was the practice at that time with respect to inspection of membership lists for people campaigning?

A. They could inspect the membership lists.

Q. Where? Talking specifically about the area for Portland.

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A. They, I believe -- if I recall right, they were allowed to inspect the list, but nobody ever requested to inspect any lists.

Q. No one ever did?

A. No one ever did.

Q. Did you have access to it yourself?

A. There was a list in Portland, yes.

Q. Did you have access to it personally?

A. How do you mean, "personally"? I was an officer there. It was in the files. Could not leave the office. Anybody had a right to inspect the list, as per bylaws.

Q. Are you able to answer "yes" or "no" as to whether you personally had direct access to the membership lists?

MR. DRASIN: I think he answered that.

THE WITNESS: I answered that. It was --

MR. LAWYER: Q. It was under your custody and control?

A. Custody, yes -- in the files.

Q. Now, do you know whether or not that is still the practice with regard to Portland?

A. I couldn't say.

Q. Are you aware of any change in the practice in that regard?

A. Well, this election, now, is under the Offshore Division Bylaws now. I assume that all the lists are in the International office.

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Q. You mean, in New York?

A. Yes.

Q. Did you personally participate in any discussions concerning any change in the rules regarding availability of membership lists?

A. Well, all the dues and everything are sent into -- I have been away for over four years.

Q. From what, sir?

A. As Portland representative, since October 1, 1970.

But, all the dues, I believe, and all the last known addresses and everything are in the International offices of the Offshore Division in New York.

Q. With regard to the development that membership lists are now available for inspection in New York, my question was did you participate in the decision that led to that development, as far as any formal discussions in your capacity as an officer?

A. No, none.

Q. Is it required, sir, by any bylaw, or a provision of the Constitution, or anywhere in writing, that a person who occupies the position you now hold must operate out of San Francisco?

A. You mean, the West Coast office?

Q. Yes, sir.

A. The West Coast office was here to help out in problems with respect to the transition period. So, many problems

were coming up with respect to the transition period.

Q. Well, is it required now that you must be housed in San Francisco?

A. No, there is no requirement. The International office is located here, as of now; yes.

Q. So if you in fact wanted to be housed in any other state, say including New York or any other state, as far as you understand there would be no problem?

A. No, it would be up to the General Executive Board or the -- whether they would change anything. Now, it is a matter of fact the organization has a West Coast International office. It is functioning.

Q. So, are you testifying, in substance, as a matter of convenience you are housed in San Francisco because the office is physically here?

A. No, it was set up here; and that's only one -- reflects in the Constitution that the headquarter's offices shall be in New York, located in the New York area. That's all that it reflects.

MR. DRASIN: I would just like to refer your attention to the International Constitution, Roman Numeral XIII, Section 28, starting on page 48, which states -- and it is brief -- "In order to resolve the problems existing among certain members and locals on the West Coast and to promote orderly merger of the Offshore locals and benefit plans, the organization shall maintain

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an office in San Francisco, California, appropriately staffed."

That was with reference to your question of Captain Caldwell concerning maintenance of the San Francisco office.

MR. LAWYER: Q. On the record.

Do you maintain a residence in the City of San Francisco or at least in the San Francisco Bay Area, sir?

A. Yes.

Q. What is that address?

A. 550 Battery Street.

Q. How do you spell that street?

A. B-a-t-t-e-r-y.

Q. And that is San Francisco, California?

A. Yes.

Q. During the campaign period itself, with regard to the 1971 elections, did you contribute to any candidate's campaign financially?

A. I don't believe I did. I don't recall for sure. I have been involved in International politics, but I don't recall.

Q. Have you ever contributed to any campaign of Mr. O'Callaghan?

MR. DRASIN: Objection to the question, did he ever contribute. It is irrelevant as to what he ever did. If you will question him concerning the 1971 elections, which is the subject

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matter of this suit, I would have no objection.

MR. LAWYER: Q. Did you contribute to the election effort of Mr. O'Callaghan with respect to the '71 election?

A. I don't believe so.

Q. Do you recall whether you ever contributed to a campaign of Mr. O'Callaghan?

MR. DRASIN: Objection to that question.

MR. LAWYER: We will note the objection.

MR. DRASIN: Instruct the witness not to answer the question unless you can show me or convince me I am wrong, as to there is no relevancy as to what he --

MR. LAWYER: I will say the objection can be noted and the testimony can be taken subject to that objection.

MR. DRASIN: Certainly. Also, questions that are clearly objectionable, you can instruct the witness not to answer.

MR. LAWYER: Where is that? Nowhere in the Federal Rules.

MR. DRASIN: As you have taken many depositions, I am sure you have been present many times when counsel has instructed his witness not to answer, and it is taken up with the court.

I am not adamant --

MR. LAWYER: Q. It is your testimony, simply, you do not recall whether you did or did not contribute to Mr. O'Callaghan's election campaign in 1971, for the 1971 elections? Is that right?

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A. I don't recall, no.

Q. Do you recall whether you contributed to any candidate's campaign with regard to the 1971 elections?

A. I don't recall that, either.

Q. How did you pay for your own campaign, sir?

I will withdraw that question.

How was your own campaign financed?

A. I didn't spend any money.

Q. You did not spend any money?

A. You are talking about the 1971 election?

Q. Yes, sir.

A. I didn't spend any. I had my statement, as per International Constitution, on the ballot, a 200-word statement; and I also had the statement with my picture in the supplement of the MMP paper.

Q. And it is your testimony that you did not lay out any money at all with regard to your own election?

A. 1971 -- I don't recall a penny or a dime, no.

MR. DRASIN: He also testified there was no campaign literature, if you will recall.

MR. LAWYER: Well, the specific question is at least literally different: Did he lay out any money at all for his own election?

MR. DRASIN: I understand.

MR. LAWYER: Q. And your answer to that question was

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you don't believe you did. You don't recall, in other words?

A. I don't recall spending any money in the '71 -- no, I don't.

Q. For yourself or anyone else?

A. For myself or anyone else.

MR. LAWYER: Mr. Drasin, unless you want to put something on the record, I have no further questions and the deposition is concluded.

Any notary is okay?

MR. DRASIN: Any notary.

* * * * *

William M. Caldwell

OFFICIAL SEAL
FLOYD L. BUTLER
Notary Public - California
ALAMEDA COUNTY
My Commission Expires Nov. 12, 1976

Floyd L. Butler
Notary Public

STATE OF CALIFORNIA)
) ss
County of San Francisco)

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I, JUDITH A. BEAMER, hereby certify that the witness in the foregoing deposition named, WILLIAM CALDWELL, was by me duly sworn to tell the truth, the whole truth and nothing but the truth in the within entitled cause;

That said deposition was taken down in shorthand by me, a Certified Shorthand Reporter and a disinterested person, at the time and place therein stated and that the testimony of the said witness was thereafter reduced to typewriting under my direction and supervision;

That if the deposition has not been signed by the time of trial, a reasonable opportunity having been given the witness to do so, signature has been waived in accordance with stipulation between counsel.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the event of this cause, and that I am not related to any of the parties thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 7th day of December, 1974.

NOTARY PUBLIC
State of California
County of San Francisco

Defendant's Affidavit - O'Callaghan

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JAMES D. HODGSON, Secretary of Labor, United States Department of Labor,

Plaintiff,

-against-

INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS, INTERNATIONAL MARITIME DIVISION, ILA, AFL-CIO,

Defendants.

72 Civil 5031 (CBM)

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

THOMAS F. O'CALLAGHAN, being duly sworn, deposes and says;

I am the International President of the defendant, International Organization of Masters, Mates and Pilots, and I have been its President for approximately seven years.

I have read the materials submitted to this Court and represented as being "...statements and documents constituting defendant's additional responses to demands for information made by the plaintiff during the deposition of Thomas F. O'Callaghan."

Concerning the factual items recited in such materials, such data was obtained in cooperation with my office and I affirm and swear that they are true to the best of my information and belief.

THOMAS F. O'CALLAGHAN

Sworn to before me this
6 day of ~~November~~ December, 1974.

Harry Seidman
Notary Public

HARRY SEIDMAN
Notary Public, State of New York
No. 41-3527000
Certificate filed in Queens County
Commission Expires March 30, 1975

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